

Ent 447500 Bk 1212 Pg 1807 - 1867
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
2018 Jan 19 09:45AM Fee: \$170.00 TC
For: Skousen & Associates
ELECTRONICALLY RECORDED

BLACK ROCK RIDGE TOWNHOMES PHASES 4,5,6 & 7

**COMMUNITY
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
BLACK ROCK RIDGE TOWNHOMES PHASES 4, 5, 6 & 7**

This Community Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 (the "Declaration") is executed by Mark 25, LLC , a Utah limited liability company, (the "Declarant").

RECITALS

A. This Declaration affects that certain real property located in Wasatch County, Utah described with particularity in Article II below (hereinafter referred to as the "Property").

B. The Property is an area featuring unique and distinctive terrain;

C. Reserved.

D. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on the real estate subject to this Declaration, and which will increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.

F. Declarant is the owner of the Property described on Exhibit A.

G. Declarant has constructed or is in the process of constructing upon the Property a planned residential development which shall include certain Townhouse Units, Common Areas and Facilities. The construction will be completed in accordance with the plans contained in this Declaration and the Final Plat.

H. Declarant intends to sell to various purchasers the fee title to the individual Townhouse Units contained in the Property, together with an appurtenant undivided ownership interest in the Common Areas and Facilities, subject to this Declaration.

I. Declarant desires, by filing this Declaration, to submit the property and all improvements now or hereafter constructed thereon to the Utah Community Association Act, Utah Code Ann., §§57-8a-1 et seq. (2004) (the "Act") as well as the provisions and protective covenants set forth herein.

J. The Project is to be known as "Black Rock Ridge Townhomes Phase 4, 5, 6 & 7"

K. Since the completion of the development of the Property may be in phases, the completed project will consist of the original phase and all subsequent phases.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 and the Unit Owners thereof, Declarant hereby executes this Declaration.

1. Definitions.

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. The term Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorney's fees, late charges, accruing interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.

2. The term Additional Land shall mean and refer to additional real property annexed to the Project, including but not limited to that referred to on Exhibit C.

3. The term Design Review Board shall mean the Design Review Board as established pursuant to this Declaration.

4. The term Area of Common Responsibility shall mean and refer to the area and items for which the Association is responsible.

5. The term Area of Personal Responsibility shall mean and refer to the area and items for which the Owners are responsible.

6. The term Articles of Incorporation shall mean and refer to the Articles of Incorporation of Black Rock Ridge Phases 4, 5, 6 & 7 Townhome Owners Association, Inc. on file or to be filed with the Utah Department of Commerce.

7. The term Assessment shall mean and refer to any amount imposed upon, assessed or charged to an Owner or Unit.

8. The term Association shall mean and refer to the association of Owners at Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 taken or acting as a group in accordance with this Declaration.

9. The term Board of Trustees shall mean and refer to the governing board of the Association.

10. The term Builder shall mean an owner, Declarant or contractor who obtains a construction or occupancy permit for one or more Buildings or Townhouse Units.

11. The term Building shall mean and refer to any of the structures constructed in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

12. The term Building Exterior Assessment shall mean and refer to any amount imposed upon, assessed or charged to an individual Owner for the maintenance, repair or replacement of the building exterior surfaces of his Townhouse Unit, which is not considered a Common Expense.

13. The term Bylaws shall mean and refer to the Bylaws of the Association, a copy of which is attached hereto, marked Exhibit "B", and incorporated herein by this reference.

14. The term Capital Improvement or Addition shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

15. Reserved.

16. Common Area and Facilities shall mean and refer to all of the Property not privately owned or dedicated to the City, owned in common by the Owners including but not limited to the following items:

(a) The real property and interests in real property submitted hereby, including the entirety of the Property and all improvements constructed thereon, excluding the individual Townhouse Units and any land dedicated to the City.

(b) All Common Areas and Facilities designated as such in the Final Plats.

(c) 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, such as electricity, gas, water, and sewer;

(e) The Project's outdoor grounds including landscaping, open and green space, entry and monument; and

(f) 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. Provided, however, utility installations such as electricity, gas, water, and sewer may be dedicated to the City and, if so, this definition shall not be construed to allow the Association to exclude the City from the ownership and control of the utility systems so dedicated.

17. The term Common Expense shall mean and refer to all sums lawfully assessed against the Owners pursuant to the Act and this Declaration.

18. The term Community shall mean and refer to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7
19. The term Community Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 as determined by the Board of Trustees from time to time.
20. The term Covenant to Share Costs shall mean and refer to any contract, agreement, declaration of easements, licenses and/or covenant to share costs executed by the Declarant or the Association and recorded in the Office of the County Recorder which creates easements for the benefit of the Owners and/or which obligates the Association to share the costs of maintaining certain real, personal or mixed property described therein.
21. The term Declarant shall mean and include Mark 25, LLC and any person or persons who might acquire title from it to all or some of the unsold Townhouse Units through purchase, assignment or other transfer, including foreclosure or deed in lieu of foreclosure; or, in the situation where, any person purchases all, or some of the remaining Townhouse Units in a sale in the nature of a bulk sale. The person acquiring any of such property from the Declarant shall be considered a Declarant with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration; provided, however, a notice of succession shall be recorded in the Office of the County Recorder signed by both the current Declarant and by its' successor in interest as the new Declarant,
22. The term Declaration shall mean and refer to this Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes Phases 4, 5, 6 & 7, a part of the Black Rock Ridge Community development.
23. The term Dedicated Streets shall mean and refer to those streets within the Project formally dedicated to the City or any other municipal or governmental body politic, entity or agency.
24. The term Default Assessment shall mean and refer to any amount imposed upon, assessed or charged an individual Owner pursuant to the Governing Documents for failure to perform an obligation under the Governing Documents or because the Association has incurred an expense on behalf of the Owner.
25. The term Design Guidelines shall mean and refer to any design guidelines required by the City or the Design Review Board Trustees.
26. The term Developer shall mean Mark 25, LLC and refer to the Declarant.
27. The term Developmental Rights shall mean and refer to the right granted hereunder to the Declarant, its agents, representatives, employees, successors and assigns, to develop and improve Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

28. The term Director shall mean and refer to each voting member of the Board of Trustees.

29. The term Eligible Guarantor shall mean and refer to a governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with the Declaration.

30. The term Eligible Insurer shall mean and refer to an insurer of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

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

32. The term Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Board of Trustees. A vote which is for any reason suspended is not an eligible vote.

33. The term Final Plat shall mean and refer to the recorded Final Plat for Black Rock Ridge Townhomes on file in the Office of the County Recorder.

34. The term Governing Documents shall mean and refer to this Declaration, Bylaws, Rules and Regulations, and Articles of Incorporation.

35. The term Guest shall mean and refer to a guest, visitor or invitee of an Owner or the occupant of a Unit.

36. The term Guest Parking shall mean and refer to those parking spaces reserved for the exclusive use of Guests.

37. The term Homeowners Association shall mean Black Rock Ridge Phases 4, 5, 6 & 7 Townhome Owners Association, Inc.

38. The term Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.

39. The term Individual Charge shall mean and refer to a charge levied against an Owner or Permittee for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment. Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Person including:

- a) The cost to repair any damage to any portion of the Property caused by the

such Person; or

b) The cost to satisfy any expense to any other Owner or to the Association due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Governing Documents; or

c) Any fines or other individual monetary charges. While Individual Charges are not Assessments, they are secured by a lien in the same manner as Assessments, as set forth below. The Association also shall have all other remedies, both legal and equitable, described in the Governing Documents available against any Owner for nonpayment.

40. The term Land shall mean and refer to all of the real property subject to this Declaration.

41. The term Landscaping shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within Black Rock Ridge Townhomes Black Rock Ridge Townhomes, as well as the appurtenant sprinkling and irrigation systems.

42. The term Lender shall mean and refer to a Mortgagee.

43. The term Unit shall mean and refer to a Unit as shown on the Final Plat. Each Unit shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.

44. The term Unit Number shall mean and refer to the number, letter or combination thereof designating a particular Unit, identified on the Final Plat as a "Townhouse Unit Number."

45. The term Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

46. The term Manager shall mean and refer to the Person appointed or hired by the Association to manage and operate Black Rock Ridge Townhome Phases 4, 5, 6 & 7.

47. The term Map shall mean and refer to the Final Plat.

48. Reserved.

49. The term Member, unless the context clearly requires otherwise, shall mean and refer to the Owner of a Townhome (including ownership of a "Unit", "pad", "Unit" or "Parcel" of or for a Townhome, whether or not constructed and whether or not the Owner resides on the Parcel), being thereby entitled to vote and otherwise participate in decisions made by the Homeowners Association and which parties shall constitute the Owners, each of whom is obligated, by virtue of his ownership to be a member of the Association.

50. The term Mortgage shall mean and refer to any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Townhouse Unit or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Townhouse Unit, or any part thereof or interest therein.

51. The term Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Declarant as the holder of a First Mortgage of a Townhouse Unit, or any interest therein.

52. The term Office of the County Recorder or County Recorder shall mean and refer to the Office of the County Recorder of Wasatch County, Utah.

53. The term Owner shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Townhouse Unit, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

54. The term Period of Declarant's Control shall mean and refer to the period of time during which there is Class C voting.

55. The term Permittee shall mean a Guest, tenant, renter, lessee and non-occupant residents.

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

57. The term Plans and Specifications shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation all documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

58. The term Private Street shall mean and refer to a street not dedicated to the City or any county, state, or other governmental body politic, entity or agency.

59. The term Project shall mean and refer to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

60. The term Property shall mean and refer to all of the land or real estate, improvements and appurtenances comprising the Project submitted to this Declaration.

61. The term Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

62. The term Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

63. The term Residence Number shall mean and refer to the number, letter or combination of name, numbers and letters that identifies only one Townhouse Unit in Black Rock Ridge Townhomes Black Rock Ridge Townhomes.

64. The term Resident shall mean and refer to any person living or staying at Black Rock "Ridge Townhomes Black Rock Ridge Townhomes. This includes but is not limited to natural person or persons residing in the Townhouse Unit.

65. The term Single Family shall mean and refer to one of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel. An additional person or persons may also be allowed under appropriate circumstances, for example, as a caretaker or as domestic help, with the prior written consent of the Board of Trustees.

66. The term Single Family Residence shall mean and refer to both (a) the architectural style of a Building or Townhouse Unit and (b) the nature of the residential use permitted.

67. The term Size shall mean and refer to the number of cubic feet, or the number of square feet of ground or floor space, within each Townhouse Unit as computed by reference to the Final Plat and rounded off to a whole number. Certain spaces within the Townhouse Units, such as the attic, basement, or garage space, may be omitted from the calculation or be partially discounted by the use of a ratio if the same basis of calculation is employed for all Townhouse Units in the Project and if that basis is described in the Governing Documents.

68. The term Total Votes of the Association shall mean and refer to the total number of votes appertaining to all Townhouse Units at Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

69. The term Townhouse shall mean and refer to a Townhouse Unit.

70. The term Townhouse Unit shall mean and refer to a Unit; and all mechanical equipment and appurtenances located (a) within any one Townhouse Unit or (b) located without the Townhouse Unit but designated and designed to serve only that Townhouse Unit, such as electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Townhouse Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile, wood flooring and linoleum; all pipes, wires, conduits, or other utility lines or installations constituting a part of the Townhouse Unit or serving only the Townhouse Unit; and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Townhouse Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Townhouse Unit is located shall be deemed to be part of the Townhouse Unit.

71. The term Tract shall mean and refer to all of the real estate submitted to this Declaration.

72. The term Trustee shall mean and refer to each voting member of the Board of Trustees of Black Rock Ridge Phases 4, 5, 6 & 7 Townhome Owners Association, Inc.

73. The term Use Restrictions shall mean and refer to the use restrictions governing the Project set forth herein, as they may be modified, amended, repealed, canceled, limited, withdrawn or expanded from time to time.

74. Visible From a Neighboring Property shall mean with respect to any object, that such object is or would be visible to an individual six feet (6') tall, standing at ground level on any portion of the neighboring property.

75. Voting Group shall mean and refer to a group of Owners designated by the Declarant as a "voting group."

2. **Submission.**

The Declarant hereby submits the Black Rock Ridge Townhomes Property to the Act and this Declaration, together with all appurtenances thereto, to be known collectively as Black Rock Ridge Townhomes Phases 4, 5, 6 & 7, and the Declarant hereby declares that Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 and every part thereof is and shall be held, conveyed, devised, leased, granted, encumbered, used, occupied, and otherwise transferred in any manner, subject to the provisions of the Act and this Declaration. Each and all of the provisions hereof are hereby declared to be in furtherance of the general plan and scheme of ownership, and are further declared to be for the benefit of the Property and every part thereof, and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land, or as an equitable servitude, as the case may be, and shall bind all persons hereafter acquiring or owning

any interest in the Property, however such interest may be obtained.

All present and future Owners, Permittees and Mortgagees shall be subject to and shall be obligated to comply with the provisions of this Declaration.

Acceptance of a deed of conveyance, entering into a lease or rental agreement, taking possession of a Townhouse Unit, accepting a mortgage on one of the Townhouse Units, or entering the Project shall constitute an agreement that the provisions of the Declaration, and all amendments thereto, are accepted and ratified by such Person, and all of such provisions shall be deemed and taken to bind any Person having at any time, any interest or estate in such Townhouse Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease or rental agreement thereof.

3. **The Buildings and Facilities.**

(a) Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 consists or will consist of up to twenty two (22) Buildings as shown on the Final Plat.

(b) Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 consists or will consist of up to ninety eight (98) Townhouse Units as shown on the Final Plat.

(c) All details involving the description and location of the 22 buildings, Townhouse Units and other like details are shown on the Final Plat.

(d) Common Areas consist or will consist of the Entry, Entry Monument, private roads, driving lanes and parking amenities, landscaped, open areas and green space, and all other common elements as denoted on the Final Plat, The Declarant may but is not obligated to construct a clubhouse.

4. **Nature and Incidents of Ownership.**

(a) In addition to a fee simple interest in a Townhouse Unit, each Owner shall be a member in the Association. Such membership is hereby declared to be appurtenant to the Unit.

(b) Percentages of ownership, voting rights and the allocation of Common Expenses shall be equal and uniform among all Units.

(c) Title to a Townhouse Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

(d) The Common Areas and Facilities may not be separated or partitioned.

(e) No Unit may be separated or partitioned from its corresponding membership interest in the Association.

(f) Each Unit shall always be conveyed, devised, encumbered, and otherwise affected with its appurtenant membership in the Association, The Unit and membership interest in the

Association may never be separated from one another.

(g) Common Area and Facilities shall be owned by the Association and shall be used in common by all the Owners in the Project, and no Owner may bring any action for partition thereof.

(h) Subject to the limitations contained in this Declaration, any Owner shall have the non-exclusive right to use and enjoy the Common Areas.

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

(j) Each Owner hereby appoints the Board of Trustees as his agent, to have access to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas making emergency repairs therein necessary to prevent damage to the Common Areas or to another Townhouse Unit. The Board of Trustees shall also have such right independent of any agency relationship. Damage to a Townhouse Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs at the insistence of the Board of Trustees or an Owner shall be a Common Expense; provided however, that if such damage is the result of negligence of the Owner of a Townhouse Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Board of Trustees by Assessment as provided herein. The Association and each Owner, by virtue of his or her acceptance of a deed or other document of conveyance, hereby grant to the City and fire department access to the fire hydrants located in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

(j) Each Owner shall have a right of ingress and egress over, upon and across the Common Areas necessary for access to his Townhouse Unit. Each Owner shall have a right to the horizontal and lateral support of his Townhouse Unit, and such rights shall be pertinent to and pass with the title to each Townhouse Unit.

(k) The Board of Trustees shall have a non-exclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain storage and maintenance facilities in Common Areas for use by the Board of Trustees.

(l) Easements are reserved throughout the Property as may be required for utility and other services,

(m) All conveyances of a Townhouse Unit hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Declaration, even though no specific reference to such easements appears in any such conveyance.

5. Description and Conveyance of a Townhouse Unit,

(a) Every conveyance or contract for the sale of a Townhouse Unit and every other instrument affecting title to a Townhouse Unit may describe that Townhouse Unit by the number shown on the Map, in substantially the following fashion:

UNIT NO. _____, as shown in the Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Phase _____, a part of the Black Rock Ridge Community development and on the Final Plat for Black Rock Ridge Phase _____, appearing in the records of the County Recorder of Wasatch County, Utah, together with an undivided interest in and to the Common Area and Facilities, as the same are established and identified in the Declaration and Map referred to above.

SUBJECT TO: The Community Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 (the "Declaration"), and Final Plat for Black Rock Ridge Phase _____; all liens for current and future Assessments and charges imposed or levied pursuant to the Declaration; mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record; all easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Final Plat or otherwise existing; an easement for every pipe line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described tract; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

Such description shall be construed to describe the Townhouse Unit, together with the appurtenant membership in the Association, and to incorporate all the rights and limitations incident to such ownership contained in the Governing Documents.

(b) Title to each Townhouse Unit is hereby made subject to the terms and conditions hereof which bind the Declarant and all subsequent owners, whether or not it be so expressed in the deed by which any Owner acquired a Townhouse Unit.

6. **Board of Trustees Rights and Obligations,**

(a) The business, property and affairs of the Association shall be managed by a Board of Trustees composed of three (3) individuals. Until the first regular meeting of the Association is held pursuant after the termination of the Declarant's Period of Control, the Declarant alone shall be entitled to select the three (3) members of the Board of Trustees. In the event a Board of Trustees seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Board of Trustees for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Board of Trustees members shall elect a replacement as provided in the By-Laws.

(b) The Board of Trustees may exercise any right or privilege given to it expressly by this Declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

(c) The Board of Trustees shall have the rights and obligations set forth in the By-Laws.

(d) Subject to the rights, power and authority of the Association, the Board of Trustees shall be responsible for (1) the management and control of the Common Area and Facilities within Black Rock Ridge Townhomes Phases 4, 5, 6 & 7, and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; and (2). the repair or replacement of such Common Area and Facilities and shall have the right to contract for all goods, services, and insurance payments which are made for such repairs or replacement. The cost of such management, operation, maintenance, and repair by the Board of Trustees shall be a Common Expense.

(e) The Board of Trustees may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Board of Trustees shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Board of Trustees or by any person or entity with whom or which it contracts. The Board of Trustees may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property; the enforcement of this Declaration, the By-Laws, or any Rules and Regulations. The Board of Trustees may arrange with others to furnish lighting, water, snow removal, grounds maintenance and other common services. The cost of such services shall be borne as provided in paragraph 7 of this Declaration and in the By-Laws.

(f) The Board of Trustees may acquire and hold, for the use and benefit of all Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Association.

(g) The Board of Trustees may make Rules and Regulations governing the use of the Townhouse Units and of the Common Area and Facilities within Black Rock Ridge Townhomes Phases 4, 5, 6 & 7, which Rules and Regulations shall be consistent with the rights and duties

established in this Declaration.

(g) The Board of Trustees may suspend an Owner's voting rights for the period during which such Owner fails to comply with the Governing Documents. Notice of non-compliance will be sent to an Owner at least ten (10) days prior to any meeting at which action may be taken by the Board of Trustees. The Board of Trustees may also take judicial action against any Owner to enforce compliance with the Governing Documents, with other obligations, or to obtain damages for non-compliance, all to the extent permitted by law.

(h) The Board of Trustees may fine or otherwise sanction an Owner or Permittee for a violation of the Governing Documents.

(i) If for any reason the corporate status of the Association is suspended or dissolved, the Board of Trustees may unilaterally act to reinstate the corporate status of the Association.

(j) During the Period of Declarant's Control, the Declarant hereby reserves to itself and is hereby granted the unilateral right to appoint an individual to act as the attorney-in-fact for the Board of Trustees and in its name, place, and stead, and on its behalf, and for its use and benefit (the "Managing Member"), including by way of illustration but not limitation the right, power and authority to exercise or perform any act, power, duty, right, or obligation whatsoever that the Board of Trustees now has, or may hereafter acquire the legal right, power, or capacity to exercise or perform in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever. This reservation and grant is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said Managing Member.

7. **Assessments.**

(a) Each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenant and agree with each other and with the Association to pay to the Association all Assessments, including by illustration but not limitation all Special, Individual or Default Assessments, and other fees, charges, levies and fines as provided in the Governing Documents. Anything to the contrary notwithstanding, the Declarant is not obligated to pay Assessments on Units it owns or leases, including by way of illustration but not limitation any model units.

(b) The total annual Assessments against all Units shall be based upon advance estimates of cash requirements by the Board of Trustees to provide for the payment of each Owner's share of the Common Expenses and all estimated expenses growing out of or connected with the maintenance and operation of the Common Area and Facilities, among other things, is expenses of Management; grounds maintenance; taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Board of Trustees is required or permitted to maintain; common lighting and

heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Board of Trustees employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Board of Trustees for the benefit of the Owners under or by reason of this Declaration.

(c) Each Unit shall be separately metered for gas and electricity. Costs of gas and electric service to the Units shall be paid by the individual Owners. Water and sewer for individual Units shall be separately metered, Costs for water and sewer services to the Units shall be paid by the individual Owners. Common utilities shall be considered a Common Expense. Water, sewer, gas, electricity and garbage for Common Area and Facilities may be metered separately or in combination with individual Units.

(d) Expenses attributable to the Common Areas and Facilities as a whole shall be apportioned among all Units not owned by the Declarant equally and uniformly.

(e) Annual Assessments shall be made on a calendar year basis. The Board of Trustees shall give written notice of each annual Assessment not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. The first annual Assessment shall be for the balance of the calendar year remaining after the date fixed by the Board of Trustees. Each annual Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. Each monthly Assessment shall bear interest at the rate of eighteen (18%) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(f) In addition to Annual Assessments, the Board of Trustees may levy in any Assessment year a Special Assessment, payable over such a period as the Board of Trustees may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Board of Trustees to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this Declaration. Any amounts assessed pursuant hereto shall be assessed to the Owners in proportion to their respective membership interest in the Association. Notice in writing of the amount of such Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice. Any Special Assessment or part thereof shall bear interest at the rate of eighteen (18%) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(g) All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein shall be secured by a lien on such Unit in favor of the Association. Such lien shall have such priorities as established by law.

(h) To establish a lien for any unpaid Assessment, the Board of Trustees shall prepare a written notice of lien as set forth by statute. No notice of lien shall be recorded until there is a delinquency in the payment of an Assessment or other monetary obligation. Such lien may be enforced by judicial foreclosure by the Board of Trustees as provided by law. The lien shall also secure, and the Owner shall also be required to pay to the Board of Trustees any Assessments against the Unit which shall become due during the period of foreclosure sale or other legal sale. The Board of Trustees may bid on the Unit at foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

(i) A release of lien shall be executed by the Board of Trustees and recorded in the office of the County Recorder of Wasatch County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

(j) If an encumbrancer holding a lien on a Unit pays any amounts secured by the lien created by this section, the encumbrancer shall be subrogated to all rights of the Board of Trustees with respect to such lien, including priority.

(k) The Board of Trustees shall report to any encumbrancer of a Unit any unpaid Assessments remaining unpaid for longer than ninety (90) days if the encumbrancer has requested in writing such notice.

(l) The amount of any Assessment against any Unit shall be the personal obligation of the Owner thereof. Suit to recover a judgment of such personal obligation shall be maintainable by the Board of Trustees without foreclosing or waiving the lien securing the same. No Owner may void or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit or any amenities.

(m) Upon payment of a reasonable fee not to exceed ten dollars (\$10) and upon written request of any Owner, or any Mortgagee, prospective Mortgagee or prospective purchaser of an Unit, the Board of Trustees shall issue a written statement setting forth the amount of unpaid Assessments, if any, with respect to such Unit; the amount of the current yearly Assessment and the portion thereof which has theretofore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Board of Trustees in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid Assessments which become due prior to the making of such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such a request, both the lien and unpaid Assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days, and that purchaser subsequently acquires the Unit.

Subject to the provisions of subparagraph (m), a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid Assessments against the Unit up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

(n) The Board of Trustees may elect to (a) terminate utilities and the right to use amenities for non-payment of Assessments and/or (b) collect rents directly from a renter if the Unit Owner who is renting the Unit fails to pay any Assessment for a period of more than 60 days after it is due and payable.

(o) Anything to the contrary notwithstanding, any Mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted Assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, although the Mortgagee will also be liable for any reasonable attorney's fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a Unit in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid Assessments, late fees, default interest and collection costs, including a reasonable attorney's fee, against the Unit for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

(p) Any Assessment, fine or other monetary obligation shall bear interest at a rate to be determined by the Board of Trustees from the date it becomes due and payable if not paid within thirty (30) days after such date.

(q) A late fee in a sum to be determined by the Board of Trustees may be charged on any payment not paid within ten (10) days after its due date.

8. Use of Townhouse Units.

(a) Each Townhouse Unit is intended and restricted to be used for residential use. No Townhouse Unit shall be used except for residential purposes for a Single Family. Each Owner shall have and enjoy the privileges of fee simple ownership of his Townhouse Unit. There shall be no requirements concerning who may own a Townhouse Unit, it being intended that they may and shall be owned as any other property rights by any Person. Unless otherwise expressly and specifically noted, the Project shall be used only for residential purposes and the Common Areas and Facilities shall only be used in a manner consistent with the residential nature of the Project.

(b) There shall be no obstruction of Common Areas by Owners or Permittees without the prior written consent of the Board of Trustees. The Board of Trustees may, by Rules and Regulations, prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all Owners or protecting the Townhouse Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board of Trustees, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas except upon the prior written consent of the Board of Trustees.

(c) Nothing shall be done or kept in any Townhouse Unit or in the Common Area

which would result in the cancellation of the insurance on the Property or increase the rate of the insurance on the Property, over what the Board of Trustees, but for such activity, would pay, without the prior written consent of the Board of Trustees. Nothing shall be done or kept in any Townhouse Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area and Facilities or shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board of Trustees and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or an invitee; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner.

(d) Each Owner shall keep the exterior of his Townhouse Unit and the adjacent Common Area in a clean, sanitary and attractive condition, and good state of repair.

(e) No Owner or Permittee shall violate the Rules and Regulations as adopted from time to time by the Board of Trustees.

(f) No alterations, plumbing, electrical or similar work within the Common Area and Facilities shall be done by any Owner or Resident without the prior written consent of the Board of Trustees, except emergency repair. No alterations, plumbing, electrical or similar work within a Townhouse Unit that may affect the structural integrity of the Building or another Townhouse Unit shall be done by any Owner or Resident without the prior written consent of the Board of Trustees, except emergency repair.

(g) Notwithstanding anything herein to the contrary, until the Declarant has completed and sold all of the Townhouse Units, neither the Owners who have purchased Townhouse Units nor the Board of Trustees shall interfere with the completion of the contemplated improvements and sale of the Townhouse Units. The Declarant may make such use of the unsold Townhouse Units and the Common Areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the Townhouse Units, and the display of signs.

(h) Similarly situated Owners and residents shall be treated similarly.

(i) The rights of Owners and residents may display religious and holiday signs, symbols, and decorations on their Townhouse Units of the kinds normally displayed in residences located in single family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Townhouse Unit. Signs, symbols and decorations generally, such as wind chimes, wreaths, dream catchers, pinwheels and so forth, may be controlled by rule and may not be installed or placed so as to be visible to or heard by other residents without the express prior written consent of the Board of Trustees.

(j) No rule shall interfere with the freedom of occupants of Townhouse Units to determine the composition of their households, except that the Declaration limits residency in a

Townhouse Unit to a Single Family and the Association shall have the power to limit the total number of occupants permitted in each Townhouse Unit on the basis of the size and facilities of the Townhouse Unit and its fair share use of the Common Areas and Facilities. The Board of Trustees may establish by rule reasonable occupancy limits.

(k) No rule shall interfere with the activities carried on within the confines of Townhouse Units, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Townhouse Units, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Townhouse Unit, or that create an unreasonable sounds of annoyance.

(l) No resident may operate a commercial trade or business in or from his Townhouse Unit with employees of any kind. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Townhouse Unit. No commercial trade or business may be conducted in or from a Townhouse Unit unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the Board of Trustees, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the Board of Trustees. Notwithstanding the foregoing, the leasing of a Townhouse Unit shall not be considered a trade or business within the meaning of this subsection.

(m) All motor vehicles, trailers, watercraft, bikes and other transportation devices of any kind as determined by the Board of Trustees shall be subject to and governed by the rules and regulations adopted by the Board of Trustees.

(n) No Unit shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.

(o) Satellite dishes, aerials, antenna, or systems may only be installed in accordance with FCC regulations taking into consideration the written guidelines established for or by the Board of Trustees. The Board of Trustees may bar, in its sole discretion, satellite dishes, aerials, antenna, or systems, including HAM radio antenna, not expressly authorized by FCC regulations

(p) No pets, animals, livestock, or poultry of any kind may be commercially bred at the Property. Up to two (2) domestic pets as that term is defined by City Ordinance per Townhouse Unit are allowed. All pets must be properly licensed and registered. Pets may not create a nuisance. The following acts shall be considered a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Property and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting

or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. The Board of Trustees may require pet registration and may charge a registration fee and/or pet security deposit.

(q) No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or in any Townhouse Unit, except one 2' x 2' "For Sale" sign may be put in one window of a Townhouse Unit. No "For Rent" signs or political signs are allowed. Anything herein to the contrary notwithstanding, this signage restriction does not apply to and is not binding upon the Declarant, who is expressly authorized to employ and use whatever signs or signage it deems appropriate to market its Townhouse Units.

(r) All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Property land use and buildings.

(s) Personal property placed on a patio, deck or balcony shall be managed and controlled by rule adopted by the Board of Trustees, as it may be modified from time to time and may, although the Board of Trustees is not obligated to do so, allow one table, one set of chairs, and one BBQ grill, if covered and not visible to the other residents. Clothes lines, the hanging or drying of clothes, swimsuits and towels, dream catchers, wind chimes, pinwheels, the storing of bicycles, tricycles, equipment, machinery, furniture, appliances, furnishings or other items which may be considered inappropriate or unsightly by the Board of Trustees in its sole discretion, shall not be allowed.

(t) No air conditioning systems or units are allowed except those initially installed by the Declarant and replacements authorized in writing by the Board of Trustees. Window air conditioning Townhouse Units, swamp coolers or other similar refrigeration devices are not permitted.

(u) Fencing, except that installed initially by the Declarant and its replacement authorized by the Board of Trustees, is not allowed. The Declarant will install Trex Fencing along the north and south boundaries of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7. All replacement fencing must be approved in writing by the Board of Trustees in order to maintain quality of construction and the integrity of the original design scheme.

(v) The driving, parking, standing and storing of motor vehicles and trailers in, on or about the Project shall be subject to the following:

(1) The parking rules and regulations adopted by the Board of Trustees from time to time;

(2) The parking areas are not designed for Recreational, Commercial or Oversized motor vehicles and the Board of Trustees has the right to make rules and regulations restricting or prohibiting their use. Unless otherwise determined by the Board of Trustees, all Recreational, Commercial and Oversized Vehicles shall be parked outside the Project, except for purposes of loading and unloading.

(3) No motor vehicle or trailer may be parked or stationed in such a manner so as to create a potentially dangerous situation.

(4) No street parking that will interfere with snow removal is allowed.

(5) No motor vehicle or trailer may be parked or stationed in such a manner so as to create an obstacle or hazard or so as to block, obstruct or impair access to a garage, walkway, driveway, Building or Townhouse Unit.

(6) No motor vehicle or trailer may be parked or stationed in an unauthorized area.

(7) Residents may not park their motor vehicles in red zones, fire lanes, or in any manner that may obstruct access by emergency vehicles.

(8) Parking of motor vehicles or trailers is allowed in the driveways of front-load Townhouse Units.

(9) Parking of motor vehicles or trailers is not allowed in the driveways with length of less than eighteen (18') feet.

(10) The parking of a damaged motor vehicle or trailer (i.e., the cost of repair is \$1,000 or more) in a driveway or so as to be visible from the street or another Townhouse Unit is prohibited.

(11) Only Guests may park in parking spaces marked, designated or otherwise identified as "Guest Parking".

(12) Owners and other non-Guests may not park in parking spaces marked, designated or otherwise identified as "Guest Parking".

(13) No Owners or Residents shall repair or restore any vehicle of any kind in, on or about any Unit or the Common Area, except for emergency repairs, and then only for a seventy-two (72) hour period to enable movement thereof to a proper repair facility.

(14) No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the garage as originally designed and constructed.

(15) Parking amenities shall be used solely and exclusively for the parking and storage of motor vehicles used for personal transportation. For use herein the term "for personal transportation" shall mean a vehicle driven at least every 72 hours for regular transportation and for a purpose other than merely satisfying this condition.

(16) Anything to the contrary notwithstanding, access to the Property by emergency vehicles must be maintained at all times.

(17) Without further or additional notice, the Association may immobilize, tow and/or impound motor vehicles and trailers parked, stationed or stored in violation of the Governing Documents, and at the owner's sole risk and expense.

(w) No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

(x) This Property is located by and is subject to the normal, everyday sounds, odors, and all other aspects associated with the nearby manufacturing area and an outdoor entertainment venue.

(y) Leases, Rentals, and Rentals on a Short Term Basis.

(1) There is no restriction on the right of any Owner to lease rent or otherwise grant occupancy rights to a Townhouse, except as provided below.

(2) EACH OWNER BY ACCEPTANCE OF A DEED OR OTHER DOCUMENT OF CONVEYANCE ACKNOWLEDGES AND AGREES THAT THE TOWNHOUSES MAY BE RENTED ON A WEEKLY, MONTHLY, OR OTHER PERIODIC BASIS. AND THAT VACATION AND OTHER SHORT TERM RENTALS ARE PERMITTED. BUT NOT LESS THAN ON A WEEKLY BASIS.

(3) Short term rentals of every kind are allowed, subject to the condition that Owners who rent their Townhouses for an initial term of less than thirty (30) days ("Short Term Basis") shall:

(i) Use a professional rental management company, duly licensed and qualified in the State of Utah, which shall provide the following:

a. 24-hour management services;

- b. Have all necessary business and other licenses or permits required by the county or state;
- c. Provide 24-hour professional rental management company assistance phone number to each customer renting on a Short Term Basis.
- d. Maximum occupancy of any rental Townhouse shall not exceed two people per bedroom.
- e. Owners are responsible for the actions and behavior of their tenants. Owners shall review the Declaration, Bylaws, and any Rules with their tenants to ensure compliance. A tenant's violation of the terms of the Declaration, Bylaws or Rules may result in a fine that is the responsibility of the Owner.

(z) Each Owner is strongly encouraged although not required to implement the Water-Wise Techniques.

9. **Capital Improvements.**

All expenses for Capital Improvements shall be governed by and subject to the following conditions, limitations and restrictions:

(a) Any Capital Improvement or Addition to the Project which costs ten percent (10%) or less of the Total Annual Budget of the Association, and does not alter the nature of the Project, may be authorized by the Board of Trustees alone (the "Capital Improvement Ceiling"). A major repair or a major maintenance expense shall not be considered a Capital Improvement or Addition.

(b) Any Capital Improvement, the cost of which will exceed the Capital Improvement Ceiling, must, prior to the commencement of construction, be authorized by at least a majority of the percentage of undivided ownership interest in the Common Area.

(c) Any Capital Improvement which would materially alter the nature of the Project (e.g., changing the roofing materials, the construction of the external Building surfaces, color scheme, etc.) must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven (67%) percent of the undivided ownership interest in the Common Areas.

10. **Operation, Maintenance and Alterations.**

Each Townhouse Unit and the Common Area shall be maintained, repaired, and replaced in accordance with the following covenants, conditions and restrictions:

(a.) The Townhouse Units and Common Area and Facilities shall be maintained in a usable, clean, functional, safe, sanitary, attractive and good condition.

(b.) The Association is responsible for the maintenance, repair and replacement all of the Common Area and Facilities within or serving the Project unless otherwise expressly noted (the "Area of Common Responsibility")

(c.) Each Owner shall maintain, repair and replace his Townhouse Unit, his driveway and walkways servicing only his Unit, and the following improvements (whether or not such improvements are located within his Townhouse Unit), including without limitation all individual services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, fixtures, windows and window systems, glass, doors and door systems, garage doors and garage door systems, patios, balconies and decks, plumbing fixtures, systems and lateral pipes or valves, and all concrete, including the driveway, sidewalks, walkways, steps, porch and landing serving or servicing only his Townhouse Unit, including any damage caused thereby and not covered by insurance. Each Owner shall also maintain any Common Area or Facility appurtenant to his Townhouse Unit broom clean and free of debris, including his driveway, walkways, porch, landing, patio, deck or balcony, broom clean and free of grease spills, leaks, personal property, trash, litter and debris. All maintenance, repairs and replacements are subject to the approval of the Board of Trustees as to construction materials, quality of construction and installation, and uniformity of appearance. No Owner shall allow his Townhouse Unit or the Common Area and Facilities adjacent thereto to detract from the health, safety or uniform appearance or design of the Project Any repairs or replacements to physical improvements Visible to a Neighboring Property, including by way of illustration but not limitation all driveways and walkways appurtenant to a Townhouse Unit, are conditional upon and subject to the prior written approval of the Board of Trustees in order to maintain quality of construction and uniformity of appearance. Any such repairs not approved by the Board of Trustees shall be considered unacceptable and non-conforming.

(d.) Anything to the contrary notwithstanding, (a) the Association, as part of its Area of Common Responsibility, is responsible for providing, contracting and/or subcontracting for the care, maintenance, repair and replacement of the exterior surfaces of any Building in order to maintain quality of construction and uniformity of appearance, and (b) each Owner, as part of his Area of Personal Responsibility, is personally and individually responsible to pay for his Building Exterior Assessment, which shall not be considered a Common Expense.

(e.) To protect, honor and preserve the integrity and aesthetics of the Project, all landscaping within the Project, including by way of illustration but not limitation, each Entry, Entry Monument, and the perimeter wrought iron fencing with Trex and Rock Pillars, shall be maintained and cared for in a manner consistent with the (i) design scheme, standards of design, appearance and quality of construction originally established by Declarant and (ii) in accordance with any City landscaping maintenance plans or ordinances. All landscaping shall be maintained

in a safe, sanitary, and aesthetic condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be mowed and edged; all trees, shrubs and bushes shall be pruned, trimmed and topped. No landscaping may affect adversely the value or use of any other Townhouse Unit, or to detract from the uniform design and appearance of the Project established by the Declarant. The Board of Trustees may adopt, amend or repeal written landscaping rules, regulations, guidelines, standards, controls and restrictions from time to time.

(f.) If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Board of Trustees may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. In addition, it may be considered a "Fine" against an Owner. A Fine assessed hereunder which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of Common Expenses hereunder.

(g.) The Declarant may make changes to the design and construction of the improvements located in or on the Common Areas without additional approval required, including without limitation the consent of the Board of Trustees or Members of the Association; provided, however, no Owner or Permittee may make any structural alterations to the Common Area and Facilities, without the express prior written consent of the Board of Trustees.

(h.) No Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Owners being first had and obtained.

(i.) Each Owner is responsible for the removal of ice and snow accumulations from his driveway walkways, steps and porch. If heat tape is required on or for a roof, each Owner shall be responsible to purchase, install, maintain, repair and replace the heat tape, subject to the approval of the Board of Trustees in order to maintain quality of construction and uniformity of appearance.

11. **Storm Drain System, Slope and Drainage Control.**

The Declarant shall establish a storm drainage system designed to serve Black Rock Ridge Townhomes Phases 4, 5, 6 & 7, which may but is not obligated to include, in whole or in part, landscaping, open space, retention or detention ponds, streets, driving lanes, parking areas, and other common or private areas (collectively "Subdrain System" or "Storm Drain System").

(a) Maintenance. The Association is responsible to maintain, repair and replace the Subdrain System located in, on, under or within the boundaries of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

(b) Interference, Erosion or Damage Prohibited. No structure, object, whether natural or artificial, including by way of illustration but not limitation any tree, shrub, bush or plant, or other improvement or material may be placed or permitted to remain, or other acts or omissions, which may damage or interfere or threaten to damage or interfere with the Subdrain System, established controls, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels to the detention basin.

(c) Use Restrictions. It shall be the responsibility of each Owner to see that the use of his Unit or Townhouse Unit conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Declarant.

(d) Alterations to Established Drainage Pattern. For use herein the term "Established Drainage Pattern" is defined as the approved drainage pattern, facilities and improvements in existence at the time a Unit or Townhouse Unit is conveyed to a purchaser by the Declarant, its successor or assign. No changes to the Established Drainage Pattern on any Unit shall be permitted without the prior express written consent of the Board of Trustees.

(e) Restriction Against Pollution of Water. In the interest of public health and sanitation, and so that the property and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wild life, and other public uses of such property, no Owner or occupant shall use the property for any purpose that would result in the pollution of any waterway that flows through or adjacent to the property by refuse, sewage, or other material that might tend to pollute the waters of any such streams or otherwise impair the ecological balance of the surrounding lands.

(f) Restriction Against Excavation and Grading. No excavation or deposit of stone, gravel, earth or other material shall be made on the property, which may impair or threaten to impair the structural integrity and/or support of the Subdrain System, or any part thereof.

(g) Costs. The cost of all improvements, maintenance, repairs and replacements of the Subdrain System located in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 shall be considered a Common Expense.

(h) Damages. An Owner shall be responsible for damage caused to the Subdrain System in any manner, including negligence.

(i) Governmental Approval. The Association shall not have unilateral authority to change, by vote, alienation, alteration, transfer, sale, or otherwise, the use of the Subdrain System without the prior written consent of the City, who is hereby made a party to the covenants established by this Declaration for the sole purpose of protecting and preserving the

use of the Subdrain System; however, the City shall neither be a member of the Association nor has a vote in the management, operation or regulation of its affairs, although the City is hereby granted a right of enforcement. This Section may not be amended without the express written consent of the City.

12. **Party Walls.**

(a) Each wall, if any, which is built as a part of the original construction of the Townhouse Units upon the properties and placed on the dividing line between the Townhouse Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this section, an Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

13. **Signs.**

(a) The entry monument and sign placed within the Common Area shall be maintained by the Owners in all respects. In the event of a partial or total destruction of the sign from any cause, the Owners shall rebuild the sign to restore it to its original dimensions and conditions consistent with applicable law. The Association shall have the sole and exclusive right to allocate the space on said sign for any and all purposes.

(b) Any signs comprising a part of a central directory to the Townhouse Units or business development, or individual signs attached to individual Townhouse Units shall conform in all respects to the Bylaws as administered by the Board of Trustees.

(c) The requirements of Article 7, Section (q) apply to any and all signs.

14. **Insurance.**

The Manager or the Board of Trustees will obtain insurance against loss or damage by fire and other hazards for: (a) all Common Elements and Facilities; and (b) all Buildings that contain more than one Unit, including any improvement which is a permanent part of a Building. The insurance coverage shall be written on the property in the name of the Manager, the Board of Trustees or the Homeowners Association, as trustee for each of the Unit Owners in the percentages established in this Declaration. The insurance premiums shall be a Common Expense. This Section is without prejudice to the right of each Unit Owner to insure his own Unit for his benefit. The Manager, Management Committee or Association shall satisfy at least the following minimum requirements:

a. Property Insurance. Blanket property insurance using the standard "Special" or "All Risk" building form. Loss adjustment shall be based upon replacement cost. For purposes of this sub section, the term "casualty insurance" shall not mean or refer to "earthquake" or other special risks not included in the standard 'condominium' casualty policy. This additional coverage may be added by the Committee as it deems necessary in its best judgment and in its sole discretion. The Company may purchase a policy with a deductible up to \$10,000.00. The Homeowners Association may require Unit Owners or residents to obtain insurance covering the amount of the deductible if, under the Declaration, they would, but for insurance coverage, be responsible for the loss or claim.

b. Flood Insurance. If any part of the Project's improvements are in a Special Flood Hazard Area -- which is designated as A, AE, AH, AO, AI-30, A-99, V, VE, or V 1-30 on a Flood Insurance Rate Map (FIRM) — the Homeowners Association shall obtain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy should cover any common element buildings and any other common property. The Unit Owner may also be required to purchase an individual policy. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

c. Liability Insurance. A public liability policy covering the Common Area, the Homeowners Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000) Dollar limit per occurrence, if reasonably available, and a One Million (\$ 1,000,000) Dollar minimum property damage limit. If possible, the policy should be written on the comprehensive form and shall include non-owned and hired automobile liability protection.

d. Directors and Officers Insurance. A director's and officer's liability or errors and omissions policy, if reasonably available, with at least One Million (\$1,000,000) Dollars in coverage.

e. Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Management Committee to cover all non-compensated officers as well as all employees for theft of Homeowners Association funds, subject to the following:

(1) Agents. Furthermore, where the Committee or the Homeowners Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Homeowners Association.

(2) Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Committee's best business judgment, but shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Committee, the Homeowners Association, or the management agent *as the case may be*, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Units, plus reserve funds.

(3) Quality of Coverage. The bonds required shall meet the following additional requirements: (a) they shall name the Committee, the Homeowners Association, and the Property Manager as obligee; (b) if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense; (c) the premiums on all bonds required herein for the Committee and the Homeowners Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Committee or the Homeowners Association *as part of the Common Expenses*; and (d) the bonds shall provide that they may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least ten days' prior written notice to the Committee and the Homeowners Association, to any Insurance Trustee, and to each service of loans on behalf of any Mortgagee.

f. Earthquake Insurance shall not be required unless requested by at least Seventy five percent (75%) of the Members of the Homeowners Association.

g. Miscellaneous Items. The following provisions shall apply to all insurance coverage:

(1) Quality of Carrier. A "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance reports -- International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBB" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service -- if the carrier is issuing a master policy or an insurance policy for the common elements in the Project.

(2) The Insured. The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "Association of Unit

Owners for BLACK ROCK RIDGE CONDOMINIUM, for the use and benefit of the individual Owners."

(3) Designated Representative. The Homeowners Association may designate an authorized representative, including any Insurance Trustee with whom the Homeowners Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners.

(4) Beneficiary. In any policy covering the entire Project, each owner and his Mortgagee, if any, shall be beneficiaries of the policy in an amount equal to the Owner's percentage of undivided Ownership interest in the Common Areas and Facilities.

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

(6) Mortgage Provisions. Each policy shall contain a standard mortgage clause or its equivalent and shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to the Homeowners Association and to each Mortgagee.

(7) Miscellaneous Provisions. Each insurance policy shall contain at least the following additional miscellaneous items: (a) A waiver of the right of a subrogation against Owners individually; and (b) A provision that the insurance is not prejudiced by any act or neglect of any individual Owner.

(8) Prompt Repair. Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

(9) Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed to repair promptly and reasonably the damages. Any proceeds remaining thereafter shall be placed in the Capital Improvement Reserve Account and retained by and for the benefit of the Homeowners Association. This is a covenant for the benefit of the Homeowners Association and any Mortgagee of a Unit, and may be enforced by them.

(10) Special Endorsements. Each policy shall also contain or provide those endorsements commonly purchased by other Associations in similarly situated first class subdivisions in the county, including but not limited to a guaranteed replacement cost endorsement under which the insurer agrees to replace the insurable property regardless of the cost or a Replacement Cost Endorsement under which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more, and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement which waives the requirement for coinsurance; an Inflation Guard Endorsement when it can be obtained, a Building Ordinance or Law Endorsement, if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and increased costs of

reconstruction; Steam Boiler and Machinery Coverage Endorsement if the Project has any central heating or cooling.

(11) Restrictions on Policies. No insurance policy shall be maintained where:

(a.) Individual Assessments Prohibited. Under the term of the carrier's charter, By-Laws, or policy, contributions may be required from, or assessments may be made against, an Owner, a borrower, a Mortgagee, or the Management Committee.

(b.) Payments Contingent. By the terms of the Declaration, By-Laws, or policy, payments are contingent upon action by the carrier's board of directors, policyholder, or member, or

(c.) Mortgagee Limitation Provisions. The policy includes any limited clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Committee, the Homeowners Association, an Owner, or the borrowers) from collecting insurance proceeds.

(12) Intent. The foregoing provisions shall not be construed to limit the power or authority of the Homeowners Association, Committee or Owners to obtain and maintain insurance coverage, in amounts and in such forms *as* the Management Committee or the Homeowners Association may deem appropriate from time to time.

(13) Deductible. The deductible on a claim made against the Homeowners Association's Property Insurance Policy shall be paid for by the party who would be liable for the loss, damage, claim, or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the Unit Owner, then the Homeowners Association shall be responsible for the deductible.

h. Adjusting Claims. The Management Committee has the authority to adjust claims and declare whether it is the intent of the Homeowners Association that its master insurance policy is to provide primary or secondary coverage. The Management Committee may refuse to submit an insurance claim, if the claimant has coverage for the loss or there is a substantial likelihood that the claim will be covered by the Owner's or renter's insurance company, and (1) submitting the claim risks cancellation of the Homeowners Association's insurance or a significant increase in premiums, or (2) the problem occurred in the Unit, or (3) was caused by the claimant or under his control, or (4) the claim is legally or primarily the responsibility of the claimant. The Management Committee may also elect to self-insure any claim and, in such an instance, the person legally responsible for the loss or maintenance shall pay a sum equal to the deductible.

15. Casualty Damage or Destruction.

(a) All of the Owners irrevocably constitute and appoint the Board of Trustees their true and lawful agent in their name, place and stead for the purpose of dealing with the Property upon its damage or destruction. Acceptance of a deed from the Declarant or from any Owner shall constitute appointment of the Board of Trustees as attorney in fact for the limited purposes as herein provided.

(b) As attorney in fact, the Board of Trustees shall have full and complete authority, right and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the Property to substantially the same condition in which it existed prior to damage, with each Townhouse Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

(c) In the event any Mortgagee should not agree to rebuild, the Board of Trustees shall have the option to purchase such mortgage on behalf of the Association by payment in full of the amount secured thereby. The Board of Trustees may obtain the funds for such purpose by Special Assessments under paragraph 7 of this Declaration.

(d) As soon as practicable after receiving estimates, the Board of Trustees shall diligently pursue completion of the repair or reconstruction of the part of the Property damaged or destroyed, but only if the Property is damaged or destroyed to the extent of 75% or less than the value thereof. In the event the Property is destroyed or damaged to the extent of more than 75% of the value thereof, the Owners shall, at a meeting within one hundred (100) days after such damage or destruction duly called by the Board of Trustees for the purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless Owners representing at least 80% of the undivided interest in the Common Areas agree to the withdrawal of the Property from the provisions of the Act and this Declaration and to its subsequent disposal, the Property shall be repaired, rebuilt or restored to substantially the same condition it was in immediately prior to destruction or damage. The Board of Trustees may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be substantially in accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications the Owners may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Townhouse Unit may not vary by more than 5% from the number of cubic feet and the number of square feet for such Townhouse Unit as originally constructed pursuant to the original plans and specifications, and the location of any building shall be substantially the same as prior to damage or destruction. The same easements for encroachments as declared in Section 4 shall apply under the provisions of this Section.

(e) The proceeds of any insurance collected shall be available to the Board of Trustees for the purpose of repair or reconstruction. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Board of Trustees may levy in advance a Special Assessment sufficient to provide funds to pay the estimated or actual costs of repair or

reconstruction, Such Assessment shall be allocated and collected as provided in this Declaration. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

(f) The insurance proceeds held by the Board of Trustees and the amounts received from Assessments provided for in Section 7 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost or repair of reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made pursuant to the Assessments the Board of Trustees made under Section 7 of this Declaration.

(g) If 75% of the Owners and all holders of first mortgages on Townhouse Units agree not to rebuild, as provided herein, the Property may be removed from the provisions as prescribed therein. Withdrawal shall be in accordance with the Utah Statutes.

16. Duty of Owner to Pay Taxes on Townhouse Unit Owned.

Each Townhouse Unit and its appurtenant membership interest in the Association is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and Assessments authorized by law, and that as result thereof no taxes will be assessed or levied against the Property as such. Accordingly, each Owner will pay and discharge any and all taxes and assessments which may be assessed on that Townhouse Unit.

17. Allocation of Profits, Losses and Voting Rights.

a) Voting rights (subject to subsection (b) below) shall be distributed among the Units equally. The ownership interest in the Association appurtenant to each Unit is equal. The ownership interest of each Unit and membership in the Association shall have a permanent character and shall not be altered without the express affirmative consent of at least two-thirds (2/3) of the Units memorialized in an amendment to the Declaration duly recorded.

b) The Association shall have two (2) classes of membership -Class A and Class C, described more particularly as follows:

1) Class A Members shall be all Owners with the exception of the Class B Members, if any.

2) Class A Members shall be entitled to vote on all issues before the Association to, subject to the following:

(a) Each Unit shall have one (1) vote;

(b) No vote shall be cast or counted for any Unit not subject to assessment;

(c) When more than one person or entity holds such interest in a Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote of the Unit shall be suspended in the event more than one person or entity seeks to exercise it

(d) Any Owner who has leased his Unit may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary at least three (3) days prior to any meeting.

3) Class C Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Units, and who is designated as such in a recorded instrument executed by Declarant.

(a) The Class C Member shall originally be entitled to three (3) votes per Unit owned; provided, however, anything to the contrary notwithstanding, the Class C Member shall never have less than one (1) more vote than all Class A votes combined.

(b) The Class C membership and the Class C Control Period shall terminate, and Class C membership shall convert to Class A membership upon the happening of the earliest of the following (which is hereinafter referred to as the "Event" or "Events"): (i) when the total outstanding Class "A" votes in the Company equal the total outstanding Class "C" votes; or (ii) ten (10) years from the date of recording of this Declaration; or (iii) when Declarant so determines. From and after the happening of any one of the stated events, Declarant shall advise the Company in writing of the termination of Class "C" Membership within thirty (30) days of the happening of such event (From and after the happening of these Events, whichever occurs earlier, the Class C Member shall be deemed to be a Class A Member entitled to one (1) vote for each Unit owned. At such time, the Declarant shall transfer control of the Association in the manner described herein.

18. **Amendment of this Declaration.**

(a) **General.** Except as provided elsewhere in this Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the Association. In such instrument an officer or Director of the Association shall certify that the vote required by this Section for amendment has occurred.

(b) Initial Declarant Right to Amend. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Townhouse Unit.

(c) Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant if such Amendment is (1) necessary to correct typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Townhouse Units subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Townhouse Unit unless any such Owner shall consent thereto in writing.

(d) Declarant's Right to Amend Unilaterally Prior to Termination of Declarant's Right to Control. Prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

(e) To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Townhouse Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Townhouse Unit, or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of a written Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Townhouse Units and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any way whatsoever in the opinion of Declarant, Declarant shall have the unilateral right to amend this Declaration to restore such control.

(f) Declarant's Rights. No provision of this Declaration reserving or granting to Declarant the Developmental Rights shall be amended without the prior express written consent of Declarant, which consent may be withheld, conditioned or delayed for any reason or for no reason at Declarant's sole and exclusive discretion.

(g) Consent of Eligible Mortgagee. The consent of Eligible Mortgagees holding at least sixty seven percent (67%) of the undivided ownership interest of the Owners in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 in the Common Area and Facilities and shall be required to any amendment which would terminate the legal status of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7; and the consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest of the Owners in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 in the Common Area and Facilities shall be required to add to or amend any material provision of this Declaration or the Final Plat which establishes, provides for, governs, or regulates any of the following, which are considered as "material":

- 1) voting rights;
- 2) increases in Assessments that raise the previously assessed amount by more than twenty-five (25%) percent, Assessment liens, or the priority of Assessments liens;
- 3) reduction in reserves for maintenance, repair, and replacement of the Common Area and Facilities;
- 4) responsibility for maintenance and repairs;
- 5) reallocation of interests in the Common Area and Facilities, or rights to their use;
- 6) redefinition of any Townhouse Unit boundaries;
- 7) convertibility of Townhouse Units into Common Area and Facilities or vice versa;
- 8) expansion or contraction of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7, or the addition, annexation, or withdrawal of property to or from Black Rock Ridge Townhomes Phases 4, 5, 6 & 7;
- 9) hazard or fidelity insurance requirements;
- 10) imposition of any restrictions on the leasing of Townhouse Units;
- 11) imposition of any restrictions on an Owner's right to sell or transfer his Townhouse Unit;
- 12) a decision by the Association to establish self-management if professional management had been required previously by the Governing Documents or by an Eligible Mortgage holder;
- 13) restoration or repair of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 (after damage or partial condemnation) in a manner other than that specified in the documents;

14) any provisions that expressly benefit mortgage holders, insurers or guarantors; and

15) Any provisions required by Utah State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA, any other federal, state or local governmental agency or a federally chartered lending institution, which in all respects shall govern and control.

(h) Material Amendment. Any addition or amendment shall not be considered material for purposes of this Section if it is for the clarification only or to correct a clerical error.

(i) Notice to Eligible Mortgagee. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Plat Final Plat is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Board of Trustees or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Plat Final Plat or the termination of the legal status of the Project as a planned Townhouse Unit development if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

19. **Expansion of Black Rock Ridge Townhomes.**

(a) Reservation of Option to Expand. Declarant hereby reserves the option to expand Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 to annex additional real estate and include additional Townhouse Units in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire five (5) years from the date following the first conveyance of a Townhouse Unit in Phase 2 or 3 to a Townhouse Unit purchaser unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said five (5) years. Such right may be exercised without first obtaining the consent or vote of Townhouse Unit Owners and shall be limited only as herein specifically provided. Such Townhouse Units shall be constructed on any or all portions of the Additional Land. There shall be no limitations on the addition of any portion, part or the whole of the addition of the Additional Land. Furthermore, Declarant does not make any assurances as to whether any improvements such be made on any portion, part or the whole of the Additional Land.

(b) Supplemental Declarations and Supplemental Final Plats. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Salt Lake County, Utah, no later than five (5) years from the date this Declaration is recorded, a

Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Townhouse Units, together with supplemental Final Plat or Final Plats containing the same information with respect to the new Townhouse Units as was required on the Final Plat with respect to the Phase I Townhouse Units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

(c.) Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Townhouse Units after such expansion shall be effective to transfer rights in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7, with additional references to the Supplemental Declaration and the Supplemental Final Plat. The recordation in the office of the Salt Lake County Recorder of a Supplemental Final Plat incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Townhouse Units in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 as it existed before such expansion the respective undivided interests in the new Common Areas added to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Townhouse Unit in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 as it existed, interest so acquired by the Owner of the Townhouse Unit encumbering the new Common Areas added to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 as a result of such expansion.

(d.) Declaration Operative on New Townhouse Units. The new Townhouse Units shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Townhouse Units therein shall be subject to ownership within a planned development with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Final Plat and Supplemental Declaration in the said office of the Salt Lake County Recorder.

(e.) Right of Declarant to Adjust Ownership Interest in Common Areas. Each deed of a Townhouse Unit shall be deemed to irrevocably reserve to the Declarant the power to appoint to Townhouse Unit Owners, from time to time, the percentages in the Common Areas set forth in Supplemental or Declaration. The proportionate interest of each Townhouse Unit Owner in the Common Areas after any expansion of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 shall be an undivided interest of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with Supplemental or Declarations recorded pursuant hereto and each deed of a Townhouse Unit in Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the Townhouse Units may contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished. Notwithstanding anything to the contrary herein, no change

in the percentage of undivided interest in the Common Areas may be effected more than five (5) years after the effective date of the Declaration.

(f.) Revised Schedule. Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Final Plat incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any Declaration associated with any prior phase. In the event the provisions of the separate instruments relating to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

(g.) Other Provisions Concerning Expansion. If Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 is expanded as hereinbefore contained, then it is further provided that:

All or any part of the Additional Land may be added to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 without any limitations whatsoever save and except that all additional Townhouse Units created must be restricted to multi-family residential housing limited to one family per Townhouse Unit.

(1) Portions of the Additional Land may be added to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 at different times without any limitations.

(2) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Property through the easement areas as shown on the Final Plat. The Association of Townhouse Unit Owners shall not allow anything to be built upon or interfere with said easement areas.

(3) No assurances are made concerning:

(a.) The locations of any improvement that may be made on any portion of the Additional Land that may be added to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

(b.) Type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the common facilities, Buildings and Townhouse Units will be comparable to the Phase 1 facilities on a per Townhouse Unit basis and will be of a similar quality of materials and construction to Phase I and will be substantially completed prior to annexation.

(c.) Whether any Townhouse Units created on any portion of the Additional Land will be substantially identical to those within the initial Tract except that Townhouse Units will be constructed of an equal or better quality of materials and construction than the Townhouse Units in Phase I, Type, size, or maximum number of Common Area and Facilities which may be created within any portion of the Additional Land added to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

(4) Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to:

(a) The submission of any portion of the Additional Land to the provisions of the Act as Land under this Declaration;

(b) The creation, construction, or addition to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 of any additional property;

(c) The carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or

(d) The taking of any particular action with respect to the Additional Land, or any real property annexed to Black Rock Ridge Townhomes Phases 4, 5, 6 & 7.

20. **Transfer of Management.**

Anything to the contrary notwithstanding, Declarant may at any time relinquish its reserved right to select the Members of the Board of Trustees and may elect to transfer the management of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 to a Board of Trustees elected by the Owners. Upon the termination of the Period of Declarant's Control, or sooner if the Declarant so elects, Declarant shall notify Owners in writing of the effective date of such transfer (the "Transfer Date"). The transfer shall be considered effective on the date of the Notice of Transfer Date letter. Thereupon, the Owners shall be obligated to call a meeting to elect the members of the Owner controlled Board of Trustees to take office as of the Transfer Date, Declarant covenants to cooperate with the Owners in effecting an orderly transition of management. The Owners covenant with the Declarant to cooperate with Declarant in effecting an orderly transition of management. Declarant shall cause all obligations for Common Expenses of the Association prior to the Transfer Date to be paid in full on or before such date, and shall transfer any Association funds to the newly elected Board of Trustees.

21. **Working Capital Fund.**

A working capital fund shall be established by the Declarant equal to or greater than two (2) months' Assessments for each Townhouse Unit. Each Townhouse Unit's share of the working capital fund shall be paid by the buyer of a Townhouse Unit, collected by the title company, and transferred to the Association at the time of closing of the sale of each Townhouse Unit. If the working capital contribution is paid for by the Declarant, in cash or kind, then the Declarant shall be reimbursed for such contribution by the buyer of such Townhouse Unit at the time of closing. The purpose of the working capital fund is to insure that the Board of Trustees will have cash available to satisfy unforeseen expenses or to acquire additional equipment or services necessary for the operation, control and regulation of Black Rock Ridge Townhomes Phases 4, 5, 6 & 7. Sums paid into the working capital fund are not to be considered as advance payments or regular

monthly payments of Common Expenses. Thereafter, the Board of Trustees may continue the working capital fund by charging a reasonable transfer or impact fee when Townhouse Units are sold or rented.

22. Enforcement and Right to Recover Attorney's Fees; Developer's Right To Cure Defects.

(a) General Remedies. Should the Association, Manager, Board of Trustees or an aggrieved Owner be required to take action to enforce the Governing Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue.

(b) Additional Remedies. In addition, the Board of Trustees may impose the following sanctions after proper notice and the opportunity to be heard:

- (1) imposing Individual Charges, Default Assessments and fines, which may be secured by a lien against the Owner's interest in the Property;
- (2) suspending an Owner's right to vote;
- (3) suspending any Person's right to use any of the recreational amenities located in the Common Area; provided, however, nothing herein contained shall authorize the Board of Trustees to limit ingress or egress to or from a Townhouse Unit;
- (4) requiring an Owner at his sole expense to remove any structure or improvement in the Common Area and Facilities, and upon the failure of the Owner to do so, the Board of Trustees or its designee shall have the right to enter the property and remove the violation and restore the property to its original condition, and such action shall not be deemed a trespass;
- (5) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Governing Documents; and
- (6) levying Individual Charges or a Default Assessment to cover costs and expenses incurred by the Association to bring an Owner into compliance.

(c) Declarant's Right to Cure Alleged Defects. It is the Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with quality and construction standards. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and whether Declarant and/or an agent of Declarant is responsible. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (defined below) amicably, and without the necessity of time-consuming and costly litigation. The Association,

Management Committee, and all Owners shall be bound by the following claim resolution procedure:

- (1) Declarant's Right to Cure. In the event the Association, any individual Member of the Association, Management Committee, any individual Manager, or any Owner (collectively "Claimant") claim, contend or allege that any portion of the Project, including without limitation, any Additional Land, any Building, any Capital Improvement, all Common Areas, any Limited Common Areas, the entire Project, the Property, and all Units, are defective or that Declarant or its agents, consultants, contractors, or subcontractors were negligent in planning, design, engineering, grading, construction, or other development thereof (collectively "Alleged Defect"), Declarant hereby reserves the right to inspect, repair, and/or replace such Alleged Defects as set forth below.
- (2) Notice to Declarant. In the event a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant's Registered Agent, as specified in paragraph 47 of the Declaration, or such other address at which the Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").
- (3) Right to Enter, Inspect, Repair, and/or Replace. Within a reasonable time after receipt by Declarant of a Notice of Alleged Defect or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservations of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit and/or improvement (including Common and Limited Common Areas), or other portions of the Project and/or Property for the purposes of inspecting and if deemed necessary by Declarant, repairing or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any action, as it shall deem reasonably necessary under the circumstances.
- (4) Legal Actions. No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against the Declarant alleging damages (i) for the cost of repairing or replacing any Alleged Defect, (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (iii) for any consequential damages resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect, and (2) Declarant has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (a) fails to repair or replace such Alleged Defect, or (b) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, fails to commence such repair or replacement of the Alleged Defect and, thereafter fails to pursue diligently such repair or replacement to completion.
- (5) No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Paragraph 46 shall be construed to impose any obligation on Declarant to inspect,

repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated to do under applicable law. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Declarant in the Office of the Wasatch County Recorder.

(6) Waiver. Notwithstanding anything to the contrary in this Paragraph 46, Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owners for, any design or construction defects (whether known or unknown) relating to the Project or Property, including latent defects.

23. **Service of Process.**

Until changed by amendment to this Declaration, the name of the person to receive service of process and the place of his residence is:

24. **Mortgagees.**

Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Townhouse Unit shall be subject to and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) where such interest was made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien on the interest of the purchaser at such foreclosure sale to secure all Assessments made pursuant to this Declaration after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the manner as provided herein. All other mortgages shall have such rights and priorities as established by law.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage who does not join in the execution thereof.

25. **Indemnification of Board of Trustees.**

Each member of the Board of Trustees shall be entitled to be indemnified and held harmless by the Owners against all cost, expenses, and liabilities whatsoever, including attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of being or having been a member of the Board of Trustees.

26. **Severability.**

If any provision, paragraph, sentence, clause, phrase, or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the validity of the

remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

27. **Topical Headings and Conflict.**

The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration of any paragraph or provision hereof, In case any provisions hereof shall conflict with Utah law, Utah law shall be deemed to control.

28. **Effective Date.**

This Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

29. **Reserved.**

30. **Reserved.**

IN WITNESS WHEREOF, the undersigned has hereunto sets its hand this 18th day of January 2018.

MARK 25 LLC
a Utah limited liability company

By: _____

Justin Griffin, its Manager

EXHIBIT "A"

LEGAL DESCRIPTION
BLACK ROCK RIDGE TOWNHOMES PHASES 4, 5, 6 & 7 PROPERTY

The Property referred to in the foregoing document as the Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 Property is located in Wasatch County, Utah and is described more particularly as follows:

Black Rock ph4

BEGINNING at the Southwest Corner of Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian, and running thence along the section line N 00° 12' 13" E 340.65 feet, thence N 89° 27' 44" E 188.74 feet, thence S 61° 20' 49" E 92.48 feet, thence S 81° 15' 35" E 51.00 feet, thence N 82° 29' 34" E 70.01 feet, thence S 79° 14' 32" E 187.22 feet to the Browns Canyon Road Right of Way, thence along said right of way the following 2 calls, 1) S 06° 13' 06" E 99.95 feet to a point on a 439.00' radius curve to the right, 2) thence along arc of said curve 167.01 feet through a delta of 21° 47' 48", (chord bears S 04° 40' 49" W 166.00 feet) to the section line, thence along said section line N 89° 58' 16" W 572.13 feet to the point of beginning. Parcel contains 4.13 ac

Black Rock ph5

BEGINNING at a point that is N 00°12'13"E 340.65 feet along the section line from the Southwest Corner of Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian, and running thence along the section line N 00° 12' 13" E 422.20 feet to the County line, thence along said County line the following 2 calls, 1) thence S 57° 46' 46" E 253.85 feet, 2) thence N 79° 11' 14" E 393.19 feet to the right of way of Browns Canyon Road, thence along arc of said curve the follow 3 calls, 1) thence S 08° 02' 25" W 191.36 feet to a 936.00' radius curve to the left, 2) thence along arc of said curve 232.93 feet and a delta of 14° 15' 31" (chord bears S 00° 54' 39" W 232.33 feet), 3) thence S 06° 13' 06" E 15.04 feet, thence N 79° 14' 32" W 187.22 feet; thence S 82° 29' 34" W 70.01 feet, thence N 81° 15' 35" W 51.00 feet, thence N 61° 20' 49" W 92.48 feet, thence S 89° 27' 44" W 188.74 feet to the point of BEGINNING. Parcel contains 4.84 ac

Black Rock ph6

BEGINNING at point that is S 89°58'16" E 646.46 feet along the section line from the Southwest Corner of Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian, said point being on the Browns Canyon Road right of way, and running thence along said right of way the follow 4 Calls, 1) thence along an arc of a 511.00' radius curve to the left 174.47 feet through a delta of 19° 33' 44" (chord bears N 03° 33' 46" E 173.63 feet), 2) thence N 06° 13' 06" W 114.99 feet to the beginning of a 864.00' radius curve to the right, 3) thence along arc of said curve 215.01 feet through a delta of 14° 51' 31" (chord bears N 00° 54' 39" E 214.46 feet), 4) thence N 08° 02' 25" E 217.10 feet to the county line, thence along county line N 77° 30' 14" E 310.82 feet, thence S 12° 29' 46" E 99.82 feet, thence S 62° 27' 04" W 68.54 feet, thence S 04° 28' 27" W 270.89 feet, thence S 19° 04' 27" W 98.17 feet, thence S 28° 00' 29" E 90.35 feet to a point on a 15.00' radius curve to left, thence along arc of said curve 23.56 feet through a delta of

90° 00' 00" (chord bears S 73° 00' 29" W 21.21 feet) , thence S 28° 00' 29" E 25.50 feet, thence S 61° 59' 31" W 5.03 feet, thence S 28° 00' 29" E 25.50 feet to a point on a non-tangent 15.00' radius curve to the left, thence along arc of said curve 19.85 feet through a delta of 75° 50' 07" (chord bears S 24° 04' 27" W 18.44 feet), to a point on a 150.50' radius curve to the right, thence along arc of said curve 134.25 feet through a delta of 51° 06' 32" (chord bears S 11° 42' 40" W 129.84 feet), thence S 37° 15' 56" W 18.94 feet to the Section Line, thence N 89° 58' 16" W 280.06 feet to point of BEGINNING. Parcel contains 4.95 ac.

Black Rock ph7

BEGINNING at point that is S 89°58'16" E 926.52 feet along the section line from the Southwest Corner of Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian, and running thence N 37° 15' 56" E 18.93 feet to a point on a 150.50' radius curve to the left , thence along arc of said curve 134.25 feet through a delta of 51° 06' 32" (chord bears N 11° 42' 40" E 129.84 feet) to a point on a 15.00' radius reverse curve to the right, thence along arc of said curve 19.85 feet through a delta of 75° 50' 07" (chord bears N 24° 04' 27" E 18.44 feet), thence N 28° 00' 29" W 25.50 feet, thence N 61° 59' 31" E 5.03 feet, thence N 28° 00' 29" W 25.50 feet to a point on a non-tangent 15.00' radius curve to the right, thence along arc of said curve 23.56 feet through a delta of 90° 00' 00" (chord bears N 73° 00' 29" W 21.21 feet), thence N 28° 00' 29" W 90.35 feet, thence N 19° 04' 27" E 98.17 feet, thence N 04° 28' 27" E 270.88 feet, thence N 62° 27' 04" E 68.54 feet, thence N 12° 29' 46" W 99.82 feet to the county line, thence along said county line the following 2 calls, 1) thence N 77° 30' 14" E 1,022.82 feet, 2) thence S 10° 19' 16" E 444.52 feet, thence S 02° 00' 00" E 569.30 feet to the section line, thence along said section line N 89° 58' 16" W 1,153.60 feet to the point of beginning. Parcel contains 22.79 ac.

ALL OF PARCELS A, B and C AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AMENDED AS SHOWN HEREON:

Parcel	TAX ID
A	00-0021-2366
B	00-0021-2367
C (DEDICATED TO WASATCH COUNTY)	00-0021-2368

EXHIBIT A, Continued

Building Number	Unit Number	Unit Area in Square Feet	Percentage of Undivided Interest	Parcel ID
44	A	3049	0.010101%	00-0021-2339
44	B	2735	0.010101%	00-0021-2340
44	C	2735	0.010101%	00-0021-2341
44	D	2735	0.010101%	00-0021-2342
44	E	3049	0.010101%	00-0021-2343
45	A	2635	0.010101%	00-0021-2344
45	B	2494	0.010101%	00-0021-2345
45	C	2494	0.010101%	00-0021-2346
45	D	2635	0.010101%	00-0021-2347
46	A	2635	0.010101%	00-0021-2348
46	B	2494	0.010101%	00-0021-2349
46	C	2494	0.010101%	00-0021-2350
46	D	2635	0.010101%	00-0021-2351
47	A	3049	0.010101%	00-0021-2352
47	B	2735	0.010101%	00-0021-2353
47	C	2735	0.010101%	00-0021-2354
47	D	2735	0.010101%	00-0021-2355
47	E	3049	0.010101%	00-0021-2356
48	A	3049	0.010101%	
48	B	2735	0.010101%	
48	C	2735	0.010101%	
48	D	3049	0.010101%	
49	A	3049	0.010101%	
49	B	2735	0.010101%	
49	C	2735	0.010101%	
49	D	2735	0.010101%	
49	E	2735	0.010101%	
49	F	3049	0.010101%	
50	A	2635	0.010101%	

50	B	2494	0.010101%	
50	C	2494	0.010101%	
50	D	2635	0.010101%	
51	A	3049	0.010101%	00-0021-2357
51	B	2735	0.010101%	00-0021-2358
51	C	3049	0.010101%	00-0021-2359
52	A	3049	0.010101%	00-0021-2360
52	B	2735	0.010101%	00-0021-2361
52	C	2735	0.010101%	00-0021-2362
52	D	2735	0.010101%	00-0021-2363
52	E	2735	0.010101%	00-0021-2364
52	F	3049	0.010101%	00-0021-2365

EXHIBIT "B"
BYLAWS OF BLACK ROCK RIDGE PHASES 4, 5, 6 & 7 TOWNHOME OWNERS
ASSOCIATION, INC.

ARTICLE I

THE HOMEOWNERS ASSOCIATION

1. The Homeowners Association. Black Rock Ridge Phases 4, 5, 6 & 7 Townhome Owners Association, Inc. (the "Homeowners Association") is a Utah non-profit corporation (the "Homeowners Association") composed of Members who are all Unit owners according to their Membership interests as provided in the Community Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Black Rock Ridge Townhomes Phases 4, 5, 6 & 7 (the "Declaration").

2. Place of Meeting. Meetings of the Homeowners Association shall be held at the principal office of the Homeowners Association or at such other suitable place as may be designated by the Management Committee from time to time and stated in the notice of meeting.

3. Notice of Meeting. It shall be the duty of the Secretary to hand deliver, mail by first-class mail, postage prepaid, by facsimile transmission, or by email transmission addressed to each Owner at the Owner's last known address, facsimile number, or email address *as* the same shown on the records of the Homeowners Association notice of (a) each annual meeting of the Homeowners Association not less than ten (10) and not more than thirty (30) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meetings. The mailing or proof of transmission via facsimile or email of a notice of meeting in the manner provided in this Section shall be considered service of notice.

4. Qualified Voters. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Homeowners Association if he is in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid his share of the Common Expenses and all Assessments and/or Additional Charges due.

5. Proxies. The votes appertaining to any Member may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by an authorized person Member. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Owner attends the meeting in person, (b) it is revoked in writing and written notice of the revocation is given to the secretary of the Homeowners Association prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Homeowners Association prior to the meeting. Only individual Owners or the legal representative of an institutional Owner may be proxies.

6. Quorum Voting. Thirty-five percent (35%) of the members of the Homeowners Association shall constitute a quorum at a duly noticed Meeting of the Members of the Homeowners Association. If however, such quorum shall not be present or represented at any meeting, the President or the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. If at least 25% of total Owners are present, either in person or by proxy, at the rescheduled meeting such number shall constitute a quorum for the conduct of the business of the meeting. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Homeowners Association then present in person or by proxy, shall decide any question brought before the meeting. If the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything herein to the contrary notwithstanding.

7. Order of Business. The order of business at all meetings of the Homeowners Association shall be as follows:

- Check in or roll call;
- Statement of proof of notice of meeting;
- announcement of presence (or absence) of a quorum
- reading and approval of minutes of preceding meeting;
- reports of officers;
- report of special committees, if any;
- appointment of inspectors of election, if applicable;
- voting on any matters submitted to the Members for approval, if applicable;
- election of Committee (Board) Members, if applicable
- other business; and
- adjournment

8. Conduct of Meeting of Members and of the Management Committee. The President, or in his absence the Vice-President, shall preside at and conduct all meetings of the Homeowners Association; and the Secretary shall keep the minutes of the meeting as well as record of all transactions occurring thereat.

9. Action May Be Taken Without A Meeting. Any action to be taken at the meeting of the Management Committee or any action that be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all the members of the Management Committee. An explanation of the action taken shall be posted at a prominent place or places within the common areas with three (3) days after the written consents of all of the members of the Management Committee have been obtained.

10. Executive Session. The Management Committee, with approval of a majority of a quorum, may adjourn a meeting and reconvene an executive session to discuss and vote upon

personnel matters, litigation or threatened litigation in which the Homeowners Association is or may become involved, and orders of business of a privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

ARTICLE III MANAGEMENT COMMITTEE

1. Powers and Duties. The affairs and business of the Homeowners Association shall be managed by the Management Committee (the "Committee") consisting of three (3) Owners who shall also serve as the Board of Trustees of the Homeowners Association. Pursuant to 16-6a-801(4) the Board of Trustees/Management Committee is the Board of Trustees of the Homeowners Association. The Management Committee shall have all of the powers and duties necessary for the administration of the affairs of the Homeowners Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Homeowners Association. The Committee shall have the power from time to time to adopt any Rules and Regulations deemed proper for the exercise of its management powers. The Committee may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) allocating the Common Expenses;
- c) Providing for the operation, care, upkeep, replacement, maintenance, and regulation of all the Common Areas and Facilities.
- d) Designating, hiring, and dismissing the personnel necessary to operate and maintain the Project.
- e) Collecting and depositing the Assessments and assessing Members amounts necessary to satisfy assessments of the Black Rock Ridge Phases 4, 5, 6 & 7 Townhome Owners Association, Inc.
- f) Making, amending, and enforcing the Rules and Regulations.
- g) Opening and closing of bank accounts for and in behalf of the Homeowners Association, and designating the signatories required therefor.
- h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of the By-Laws, after damage or destruction by fire or other casualty.

- i) Enforcing by legal means the Project Documents.
- j) Purchasing and maintaining insurance.
- k) Paying the cost of all services rendered to the Homeowners Association and not billed directly to Owners or individual Units.
 - l) Keeping books and records with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Homeowners Association , specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. Said documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon a resolution approved by a majority of the Members of the Homeowners Association, shall be formally Audited by an outside auditor employed by the Committee who shall not be a resident of the Project or an Owner therein. The cost of such Audit shall be a Common Expense. Copies of books and records, financial statements, reports, compilations, and Audits shall be supplied to any first mortgagee of any Unit in the Project who requests the same in writing from the Secretary. A mortgage holder, at its expense, may have an Audited financial statement prepared at any time.
- m) Providing, where necessary, all water, electricity, and other necessary utility services for the Common Areas and such services to the Units, including but not limited to heating, as are not separately metered or charged to the Owners.
- n) Making emergency repairs;
- o) At the sole expense and risk of the owner, impounding, immobilizing, towing or otherwise removing any motor vehicle parked, stored or standing in violation of the parking rules and regulations or in an unauthorized area;
- p) Assigning or leasing overflow parking spaces to residents and/or establishing handicap parking;
- q) Establishing and collecting user fees; and
- r) Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Declaration or By-Laws, or to do anything required by a proper resolution of the Management Committee or Homeowners Association.

2. Composition of Management Committee. The Management Committee shall be composed of three (3) members as provided in section 4.3.3 of the Declaration. At such time as

the Class C Membership terminates as provided in section 4.3.3 of the Declaration the Committee may increase the size of the Committee to up to 9 members as provided in the Declaration, section 4.8.

3. Election and Term of Office of the Committee. The term of office of membership on the Management Committee shall be two (2) years. At the expiration of the member's term, a successor shall be elected.

4. Annual Meeting. The annual meeting of the members of the Management Committee shall be immediately following the annual meeting of the Homeowners Association or at such other time and place designated by the Committee.

5. Regular Meetings. Regular meetings of the Management Committee shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Committee. Members of the Management Committee shall be permitted to attend regular and special meeting via telephone conference, and for purposes of quorum, participation via telephone conference shall be deemed sufficient for conducting the Committee's business and voting.

6. Special Meetings. Special meetings of the Management Committee may be called by the President, Vice President or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. Mail postage prepaid, by telephone, or via email, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Committee shall be valid for any and all purposes.

7. Waiver of Notice. Before or at any meeting of the Management Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Committee shall constitute a waiver of notice. If all the members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

8. Committee's Quorum. At all duly called meetings of the Management Committee, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Committee members present at a meeting at which a quorum is present shall be deemed to be the act of the Committee.

9. Vacancies. Vacancies in the Management Committee caused by any reason other than removal of a member by a vote of the Members of the Homeowners Association shall be filled by vote of the majority of the remaining members of the Committee at a special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the committee; and each person so elected shall be a member of the Committee for the unexpired term of the member replaced. A vacancy created by the removal of a member by a vote of the Members shall be filled by the election and vote of the Members.

Removal of Committee Member. A member of the Management Committee may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Members at which a quorum of the Members is present, by an affirmative vote of a majority of the members of the Homeowners Association. Any member whose removal has been proposed by the Owners shall be given at least thirty days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Absence from 25% or more of Committee Meetings or from three successive meetings shall be grounds for removal.

Conduct of Meetings. The President shall preside at all meetings of the Committee and the Secretary shall keep a Minute Book of the Committee recording therein all resolutions adopted by the Committee and the results of all elections of Officers and Trustees.

10. Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Members at any special meeting of the Homeowners Association, a statement of the operations and financial condition of the Homeowners Association.

ARTICLE IV OFFICERS

1. Designation. The principal officers of the Homeowners Association shall be a President, a Vice-President, a Secretary and a Treasurer. The Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. The President, Secretary and Treasurer must be members of the Committee. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Homeowners Association shall be appointed annually by the Committee at the first meeting of each Committee immediately following the annual meeting of the Homeowners Association and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at a regular meeting or special meeting of the Committee.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the Committee, and his successor may be appointed at any regular meeting of the Committee, or at any special meeting of the Committee called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Homeowners Association and the Committee and shall be an ex officio member of all committees; he shall have general and active management of the operations of the Committee and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of president of a corporation organized under the laws of the State of Utah.

5. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice President is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

6. Secretary. The secretary shall attend all meetings of the Committee and all meetings of the Homeowners Association and record all votes and resolutions in minutes kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Homeowners Association and the Committee and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Homeowners Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Homeowners Association, containing the minutes of all annual and special meetings of the Homeowners Association and all sessions of the Committee including resolutions. Members may also elect to receive email notification of Meetings and other communications.

7. Treasurer. The Treasurer shall have responsibility for the custody and control of all funds and securities of the Homeowners Association and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Committee, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Homeowners Association.

ARTICLE V FISCAL YEAR

The fiscal year of the Homeowners Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Homeowners Association.

ARTICLE VI INVESTMENT OF COMMON FUNDS

Funds of the Homeowners Association may only be deposited into institutions which are federally insured.

ARTICLE VII AMENDMENT TO BY-LAWS

1. Amendments. These By-Laws may be modified or amended either (a) by the affirmative vote of a majority of the members of the Homeowners Association or (b) pursuant to a written instrument of consent duly executed by a majority of the members of the Homeowners Association; provided, however, all of the written consents must be obtained within a ninety (90) day period.

2. Recording. An amendment to these By-Laws shall become effective immediately upon recordation in the Office of the County Recorder of Wasatch County, State of Utah.

ARTICLE VIII
NOTICE

1. Manner of Notice. All notices, demands, bills, statements, or other communications provided for or required under these By-Laws (except as to notices of Homeowners Association meetings which were previously addressed in Article II of these By-Laws) shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage prepaid, a) if to an Owner, at the address of his Unit and at such other address (including email) as the Owner may have designated by notice in writing to the Secretary; or b) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

ARTICLE IX
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly inconsistent with the context, shall have the meaning as they are defined in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provision of the Declaration shall control.

2. Waiver. No restriction, condition, obligation, or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

3. Captions. The captions contained in these By-Laws are for convenience only and are not intended in any way to limit or enlarge the substantive meaning and provisions of these By-Laws.

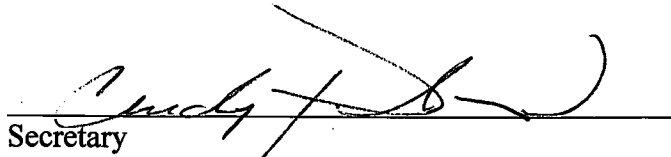
4. Interpretation. Whenever in these By-Laws the context so requires, the singular number shall refer to the plural and the converse when so required. The use of gender related

terms shall be deemed to include the term required by the context or circumstances. The term "shall" is mandatory while the term "may" is permissive.

5. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid portion had not been included.

Dated the 18th day of January, 2018

**BLACK ROCK RIDGE PHASES 4, 5, 6 & 7 TOWNHOME OWNERS ASSOCIATION,
INC.**


Secretary

**LEGAL DESCRIPTION OF ADDITIONAL LAND
EXHIBIT "C"**

The Additional Land described in the foregoing document is located in Wasatch County, Utah and is described more particularly as follows:

All real property located in Township I South, Range 5 East, Salt Lake Base and Meridian, in Section 31 in the Southwest quarter. Said property is further identified by serial number WC-0001-0-031-013 and city parcel number OWC-0001-1.