

Dixie Springs Architectural Control Committee, Inc.
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is between the Dixie Springs Architectural Control Committee, Inc., a Utah nonprofit corporation (the "ACC"), and the individual signing below, as a director or officer of the ACC or both or a volunteer of the ACC (the "Signer").

- A. The recorded covenants, conditions, and restrictions (the "CC&Rs") of the Dixie Springs Subdivision in Hurricane, Utah, provide for an architectural control committee to ensure "that all exteriors of homes and landscaping within the property harmonize with existing surroundings and structures," and the committee has "the right and authority to enforce the CC&Rs."
- B. In 2015, the members of the architectural control committee at the time created the ACC as a nonprofit corporation, duly organized and existing under Utah law, to, among other things, avail committee members of the liability protections afforded by Utah nonprofit-corporation laws. Consequently, those serving as committee members have also been directors of the ACC, i.e., members of the ACC's governing body—its Board of Directors (the "Board"). In addition to directors, the ACC is also fortunate to have others in the Dixie Springs Committee who serve as ACC volunteers.
- C. The ACC possesses confidential information. "Confidential Information" means any information that the Signer receives from the Board or an ACC director, officer, or volunteer or the ACC's legal counsel, in whatever form the information is transmitted to the Signer, relating to the operations, business, or affairs of the ACC that is confidential or that the Board deems confidential. Confidential Information includes: (i) the name or other personally identifying information of any lot owner or resident in Dixie Springs who makes a complaint to the ACC about another lot owner or resident; (ii) the name or other personally identifying information of any lot owner who is being fined by the ACC or who is delinquent in paying fines; (iii) information protected by the ACC's attorney-client privilege; (iv) discussions in executive sessions of the Board; (v) information about the ACC's finances; (vi) information about the ACC that is not generally available or known to the public or to the lot owners or residents of Dixie Springs; and (vii) information relating to any ongoing or potential mediation, arbitration, or administrative proceedings relating to the ACC. Confidential Information may be tangible or intangible and may be oral or contained in documents, computer files, electronic data, email, and any other format.
- D. The ACC and the Signer are entering into this agreement to preserve the confidentiality of Confidential Information and to protect the privacy of the lot owners and residents of Dixie Springs.

The ACC and the Signer therefore agree as follows:

- 1. The Signer shall maintain all Confidential Information in strict confidence and shall not disclose any Confidential Information to anyone except a director, officer, or volunteer of the ACC who has entered into a confidentiality agreement with the ACC by signing a written agreement that is the same or similar to this agreement and who is currently serving in that capacity at the time of disclosure or to the ACC's legal counsel, unless the disclosure is authorized by the Board in writing before the disclosure is made or unless the disclosure is required by a court order or state or federal law. The Signer shall not use any Confidential Information for any purpose other than in connection with Signer's role as a director, officer, or volunteer of the ACC.

2. The Signer acknowledges that the ACC's attorney-client privilege and the authority to disclose Confidential Information is held by the Board as a whole, not by any individual director.
3. Signer shall indemnify, defend, and hold harmless the ACC and each of its directors, officers, and volunteers (other than Signer) from and against any claim, damage, loss, cost, expense, and fee, including reasonable attorney fees, arising out of or related to any breach of this Agreement by the Signer.
4. The Signer acknowledges and agrees that any breach of this Agreement by the Signer will cause the ACC irreparable harm. If there is any breach or threatened breach of this Agreement by the Signer, the ACC will be entitled to, in addition to any other legal or equitable relief available, a temporary restraining order, a preliminary injunction, and temporary or permanent injunctive relief (or both) without posting a bond or other security. In any proceeding arising out of or related to this agreement, the prevailing party in the proceeding will be entitled to its costs, expenses, and reasonable attorney fees.
5. This agreement is governed by Utah law. No amendment of this agreement will be effective or enforceable unless it is in writing, is signed by both parties to this agreement, and identifies itself as an amendment to this agreement. No waiver of any part of this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver on one occasion will not operate as a waiver on any other occasion. The remedies in this agreement are cumulative and not exclusive.

Signer:

Dixie Springs Architectural Control Committee, Inc.
a Utah nonprofit corporation:

Signature: _____

By: _____

Printed Name: _____

President

Role (check only one):

- Director
- Officer
- Director and Officer
- Volunteer