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WHEN RECORDED MAIL TO:  
Century Land Holdings of Utah, LLC  
2989 N. Maple Loop Dr. Suite 110  
Lehi, UT 84043

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ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
CENTURY LAND HOLDINGS OF UT  
2989 N MAPLE LOOP DR  
SUITE  
LEHI UT 84043  
BY: SSP, DEPUTY - WI 32 P.

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOOD FARMS SUBDIVISION

THIS DECLARATION is made this 15<sup>th</sup> day of June, 2018, by Century Land Holdings of Utah, LLC, a Utah limited liability company, and Wood Farms West Jordan, LLC, a Utah limited liability company, being the record owners of the real property hereinafter described and affected hereby (hereinafter called the "Declarant").

RECITALS

A. Declarant is the fee owner of the real property situated in Salt Lake County, State of Utah, more particularly described in Exhibit "A" to this Declaration, which real property shall be referred to as the "Covered Property" in this Declaration.

B. Declarant has deemed it desirable to establish covenants, conditions and restrictions upon the Covered Property and each and every portion thereof, which will constitute a general scheme for the improvement, development and management of the Project as a planned unit development, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property.

D. It is desirable for the efficient management of the Project, and the preservation of the value, desirability and attractiveness of the Covered Property to create a corporation to which should be delegated and assigned the powers of managing the Covered Property, maintaining and administering the Common Areas and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to and to perform such other acts as shall generally benefit the Covered Property.

E. [Wood Farms Owners Association], a nonprofit corporation, has been incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions aforesaid.

F. Declarants will hereafter hold and convey title to all of the Covered Property subject to the covenants, conditions and restrictions hereafter set forth.

## DECLARATION

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of its interest as the same may from time to time appear in the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the Covered Property, and the owners of said interests, their successors and assigns. These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

### ARTICLE I DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Section 1. "Architectural Committee" shall mean and refer to the committee provided for in the Article hereof entitled "Architectural Control".

Section 2. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

Section 3. "Assessments" The following meanings shall be given to the assessments hereinafter defined:

"Regular Assessment" shall mean the amount which is to be paid by each Member to the Association for Common Expenses.

"Special Assessment" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, to reimburse the Association for costs incurred in bringing the Owner and his Lot into compliance with the provisions of this Declaration, the Articles, Bylaws or Association Rules, or any other charge designated as a Special Assessment in this Declaration, the Articles, Bylaws or the Association Rules, together with attorneys' fees and other charges payable by such Owner, pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

"Reconstruction Assessment" shall mean a charge against each Member and his Lot representing a portion of the cost to the Association for reconstruction of any portion or portions of the Common Areas pursuant to the provisions of this Declaration.

"Capital Improvement Assessment" shall mean a charge against each Member and his Lot, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Areas which the Association may from time to time authorize pursuant to the provisions of this Declaration.

Section 4. "Association" shall mean and refer to Wood Farms Owners Association, a nonprofit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 5. "Association Rules" shall mean rules adopted by the Association pursuant to the Article hereof entitled "Duties and Powers of the Association."

Section 6. "Board" shall mean the Board of Trustees of the Association.

Section 7. "Common Areas" shall mean all real property and the improvements thereon, including, without limitation, any private storm drains, private streets, private utilities, detention pond, easements and open space, owned or leased from time to time by the Association for the common use and enjoyment of the Members, which initially shall be the easements, detention pond, and open spaces conveyed by Declarant to the Association on the subdivision plat. Declarant shall convey the Common Areas to the Association free of all liens and encumbrances except current real property taxes, if any (which taxes shall be prorated as of the date of conveyance), title exceptions of record and enforceable at law or in equity and the covenants, conditions, reservations and restrictions contained in this Declaration.

Section 8. "Common Expenses" shall mean and refer to the actual and estimated costs of:

- (a) maintenance, management, operation, repair and replacement of the Common Areas, and all other areas on the Covered Property which are maintained by the Association;
  - (b) unpaid Special, Reconstruction and Capital Improvement Assessments;
  - (c) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;
  - (d) the costs of utilities, trash pickup and disposal, landscaping and other services benefiting the Owners and their Lots to the extent such services are paid for by the Association;
  - (e) the costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Areas;
  - (f) the costs of any other insurance obtained by the Association;
  - (g) reasonable reserves as deemed appropriate by the Board;
  - (h) the costs of bonding of the members of the Board, any professional managing agent or any other person handling the funds of the Association;
  - (i) taxes paid by the Association;
  - (j) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof;
  - (k) costs incurred by the Architectural Committee or other committees of the Association;
- and
- (l) the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Common Areas, this Declaration, the Articles or the Bylaws or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 9. "County" shall mean and refer to Salt Lake County, a political subdivision of the State of Utah.

Section 10. "Covered Property" shall mean and refer to all the real property described on Exhibit A hereto.

Section 11. "Dwelling" shall mean the residential dwelling unit together with garages and other structures on the same Lot.

Section 12. "Institutional Mortgagee" shall mean and refer to a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity chartered under Federal or state laws, any corporation or insurance company, any Federal or state agency, or any other institution specified by the Board in a recorded instrument.

Section 13. "Lot" shall mean and refer to a lot shown on any recorded final subdivision map or plat of the Covered Property.

Section 14. "Member" shall mean and refer to every person or entity who qualifies for membership pursuant to the Article of this Declaration entitled "Membership."

Section 15. "Mortgage" shall mean and refer to any duly recorded mortgage or deed of trust encumbering a Lot.

Section 16. "Mortgagee" shall mean and refer to the mortgagee or beneficiary under any Mortgage. A "First Mortgagee" shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

Section 17. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Lot, including the vendee under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

Section 18. "Project" shall mean and refer to all of the Covered Property, together with all of the Dwellings and other improvements constructed thereon as well as all of the persons living therein.

Section 19. "Structure" shall mean and refer to anything erected, constructed, placed or installed upon any Lot except for landscaping.

## ARTICLE II MEMBERSHIP

Section 1 - Membership. Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles and the Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership; provided, however, a Member's voting rights or privileges in the Common Areas, or both, may be regulated or suspended as provided in this Declaration, the Bylaws or the Association Rules. Not more than one membership shall exist based upon ownership of a single Lot.

Section 2 - Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records

of the Association. In the event an Owner should fail or refuse to transfer the membership registered in his name to the transferee of such Owner's interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3 - Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules.

Section 4 – Management of the Association. From date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of: (i) sixty (60) days after conveyance of 100% of the Lots to Owners other than Declarant, or (ii) five (5) years after the first conveyance of a Lot by Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Not later than the termination of the period of Declarant's control as provided above, the Owners (including Declarant) shall elect a Board of at least five (5) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant and the Board shall elect the officers, with such Board members and officers to take office upon election.

Section 5 - Approval of Members. Any provision of this Declaration or the Bylaws which requires the vote or written assent of a specified majority of the voting power of the Association or any class or classes of membership shall be deemed satisfied by the vote of the specified majority at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members or a writing or writings signed by all of the Members entitled to vote with respect to the subject matter thereof. In any matter requiring the consent of the Members, but not specifically provided for in this Declaration or the Articles, Bylaws, or any contract executed by the Association, a simple majority of the voting power of Members entitled to vote on such matter shall suffice.

Section 14 -Record of Ownership / Reinvestment Fee. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance documents (or contract) with the secretary of the Association, with a reinvestment fee of \$500 per Lot, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgagee which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as an "Individual Assessment" in accordance with the provisions of Article III section 8

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Members of the Association, for each Lot owned by them, respectively, hereby covenant and agree to pay, and each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: Regular Assessments, Special Assessments, Capital Improvement Assessments and Reconstruction Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The personal obligation shall not pass to the successors in title of an Owner unless expressly assumed by such successors.

Section 2 - Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the Members and the management of the Project, enhancing the quality of life in the Project and the value of the Covered Property including, without limitation, the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas.

Section 3 - Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall estimate the total Common Expenses to be incurred for the forthcoming fiscal year. The Board shall then determine the amount of the Regular Assessment to be paid by each Member. Written notice of the annual Regular Assessments shall be sent to every Member. Each Member shall thereafter pay to the Association his Regular Assessment in installments as established by the Board. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Member, and the date or dates when due.

Section 4 - Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy in any calendar year, the Capital Improvement Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a described capital improvement upon the Common Areas to the extent the same is not covered by the provisions affecting Reconstruction Assessments in the Article hereof entitled "Destruction of Improvements", including the necessary fixtures and personal property related thereto. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the Members.

Section 5 - Uniform Rate of Assessment. Regular, Reconstruction and Capital Improvement Assessments shall be fixed at an equal amount for each Lot and may be collected at intervals selected by the Board.

Section 6 - Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable

charge may be collected by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7 - Exempt Property. The following portions of the Covered Property shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by, or otherwise acquired by a public authority; and (b) the Common Areas. However, no land or improvements devoted to residential use shall be exempt from said Assessments.

Section 8 - Special Assessments. Special Assessments shall be levied by the Board against a Lot to reimburse the Association for costs incurred in bringing an Owner and his or her Lot into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules, or any other charges designated as a Special Assessment in this Declaration, the Articles, Bylaws or Association Rules, together with attorneys' fees, interest and other charges related thereto as provided in this Declaration. In the event the Association undertakes to provide materials or services which benefit individual Lots and which can be accepted or not by individual Owners, such as tree trimming, such Owners in accepting such materials or services agree that the costs thereof shall be a Special Assessment.

Section 9 - Date of Commencement of Assessments. The Regular Assessments shall commence as of the effective date of this Declaration. Provided, however, that (i) in the event the amount budgeted to meet Common Expenses for the current year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate; and (ii) Declarant shall not be obligated to pay any Regular or Capital Improvement Assessments against Lots it owns. Such assessments shall not commence with regard to any Lot until the Declarant shall have sold such Lot to a third party.

Section 10 - Maximum Regular Assessments. Notwithstanding the other provisions of this Article:

(a) The Regular Assessment as of the date of recording of this Declaration shall be Four Hundred Dollars (\$ 400 ) per year. The Regular Assessment shall be subject to modification as provided in Section 3 of this Article III.

(b) To the extent the costs of capital improvements during any year shall exceed the sum of Five Thousand Dollars (\$5,000.00), a Capital Improvement Assessment shall have the written assent or vote of a majority of each class of Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members in accordance with the procedures from time to time established in the Bylaws for the calling of special meetings of Members. Any reserves collected by the Association for the future maintenance and repair of the Common Areas, or any portion thereof, shall not be included in determining said annual capital improvement limitation.

Section 11 - No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

Section 12 - Control of Common Areas. As provided in the Article hereof entitled "Definitions", the Common Areas shall be conveyed to the Association. However, notwithstanding the foregoing, the Declarant its subcontractors, agents and employees shall have the right to come on the Common Areas.

Section 13 - Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas. All amounts collected as reserves, whether pursuant to the preceding sentences of this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. Such reserves shall be deemed a contribution to the capital account of the Association by the Members.

ARTICLE IV  
NONPAYMENT OF ASSESSMENTS

Section 1 - Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within Fifteen (15) days after the delinquency date, a late charge of Fifteen Dollars (\$15.00) shall be levied and the Assessment shall bear interest from the delinquency date, at the rate of eighteen percent (18%) per annum. The Association may, at its option, and without waiving the right to foreclose its lien against the Lot, bring an action at law against the Member personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in Section 2 of this Article, to foreclose the lien against the Lot. If action is commenced, there shall be added to the amount of such Assessment the late charge, interest, the costs of preparing and filing the complaint in such action, and attorneys' fees incurred in connection with the commencement of such action and in the event a judgment is obtained, such judgment shall include said late charge, interest and a reasonable attorney's fee, together with the costs of action. Each Member vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Member or other Members for the collection of such delinquent Assessments.

Section 2 - Notice of Lien. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in Salt Lake County; said notice of claim of lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment at the rate of eighteen percent (18%) per annum, a late charge pursuant to this Declaration, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3 - Foreclosure Sale. Said Assessment lien may be enforced by sale by the Association, its attorney or any other person authorized to make the sale after failure of the Owner to make the payments specified in the notice of claim of lien within said thirty (30) day period. Any such sale provided for above is to be conducted in accordance with the provisions of the statutes of the State of Utah as said statutes may from time to time be amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot, using Association funds, or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4 - Curing of Default. Upon the timely payment, or other satisfaction, of (i) all delinquent Assessments specified in the notice of claim of lien, (ii) all other Assessments which have become due and payable with respect to the Lot as to which such notice of claim of lien was recorded and (iii) interest, late charges and attorneys' fees pursuant to this Declaration and the notice of claim of lien which have accrued, officers of the Association or any other persons designated by the Board are hereby authorized to file or record, as the case may be, an appropriate



release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

Section 5 - Cumulative Remedies. The Assessment Lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE V  
ARCHITECTURAL CONTROL

Section 1 - Appointment of Architectural Committee. The Board shall appoint an Architectural Committee consisting of not less than three (3) persons who need not be Members. The Board shall retain the right to appoint, augment or replace members of the Architectural Committee.

Section 2 - General Provisions.

(a) The Architectural Committee may establish reasonable rules and may assess a reasonable fee for submission of plans in connection with review of plans and specification including, without limitation, the number of sets of plans to be submitted.

(b) Unless any such rules regarding submission of plans are complied with, such plans and specifications shall be deemed not submitted. The Architectural Committee may also employ such architects, engineers and other consultants as it deems necessary to carry out its responsibilities.

(c) Plans and specifications shall be submitted to the principal office of the Association as designated by the Board pursuant to the Bylaws.

(d) The establishment of the Architectural Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter, modify or otherwise have control over the Dwellings or Lots as may otherwise be specified in this Declaration, in the Bylaws or in any Association Rules.

Section 3 - Approval and Conformity of Plans. The Architectural Committee shall, from time to time, adopt and promulgate Architectural Standards. The Architectural Standards shall include among other things those restrictions and limitations upon the Owners set forth below:

(a) If the Architectural Standards so provide, no building, fence, wall or other Structure shall be commenced, erected or maintained upon the Covered Property, nor shall any landscaping be commenced, installed or maintained upon the Covered Property, nor shall there be any addition to or change in the exterior of any Dwelling, Structure or other improvement or landscaping, unless plans and specifications therefor have been submitted to and approved by the Architectural Committee;

(b) Time limitations for the completion of any architectural improvements for which approval is required pursuant to the Architectural Standards; and

(c) The conformity of completed architectural improvements to plans and specifications approved by the Architectural Committee and to the Architectural Standards.

In addition, the Architectural Standards may include such other limitations and restrictions as the Board in its reasonable discretion shall adopt including, without limitation, the regulation of the following: construction, reconstruction, exterior addition, change or alteration to or the maintenance of any building, structure, wall, fence, landscaping, drainage, or grade, including, without limitation, the nature, kind, shape, height, materials, exterior color and surface and location of such Dwelling or Structure.

Plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Members, the Board nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

Section 4 - Appeal. In the event plans and specifications submitted to an Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the Architectural Committee. Within Thirty (30) days following receipt of the request for appeal, the Board shall render its written decision.

Section 5 - Non-Applicability to the Declarant. The provisions of this Article shall not apply to any Lot owned by the Declarant prior to its first conveyance to a member of the public.

#### ARTICLE VI DUTIES AND POWERS OF THE ASSOCIATION

Section 1 - General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) enforce the provisions of this Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association Rules as provided in the Bylaws and Section 2 of this Article, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments, also as provided for in the Bylaws;
- (b) acquire, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all personal property acquired by the Association;
- (c) pay any real and personal property taxes and other charges assessed against the Common Areas unless the same are separately assessed to the Owners.
- (d) obtain, for the benefit of the Common Areas, all water, electric, refuse collections and other services, if any.
- (e) grant easements where necessary for vehicular and pedestrian ingress and egress, utilities and sewer facilities over the Common Areas for the benefit of individual Lots within the Covered Property and/or to serve the Covered Property as provided in the Article hereof entitled "Rights in the Common Areas";

(f) contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(g) delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

(h) establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(i) maintain architectural control over the property and appoint Architectural Committees in connection therewith, pursuant to the Article hereof entitled "Architectural Control";

(j) have the power of entry upon any Lot where necessary in connection with inspection, construction, maintenance or repair for the benefit of the Common Areas, or the Owners.

(k) acquire real property easements, or other interests in real property by lease or purchase for the benefit of individual Lots within the Covered Property, offices or other facilities that may be necessary or convenient for the management of the Common Areas, the administration of the affairs of the association or for the benefit of the Members or any of them.

(l) have the power to establish in cooperation with applicable governmental authorities a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Areas to said district.

Section 2 - Association Rules. The Board shall also have the power pursuant to the procedures set forth in the Bylaws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Institutional Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

Section 3 - Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws, provided, however, no such delegation, whether to a professional management company, the Architectural Committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

ARTICLE VII  
REPAIR AND MAINTENANCE

Section 1 - Repair and Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Lots, Common Areas or other land in such manner and at such times as the Board shall prescribe:

- (a) maintain all private walkways or other pedestrian paths located on the Common Areas, if any.
- (b) maintain, repair, restore, replace and make necessary improvements to the Common Areas;
- (c) maintain all open spaces and landscaped areas of the Common Areas;
- (d) maintain all drainage facilities (including the detention pond) and easements located on the Common Areas, if any.
- (e) cause the appropriate public utility to maintain any utility easements located on the Common Areas.
- (f) maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote or written consent of a majority of the voting power of the Members.

Section 2 - Repair and Maintenance by Owner. Except as the Association shall be obligated to repair and maintain as may be provided in this Declaration, every Owner shall:

- (a) maintain the exterior of his Dwelling, walls, fences and roof of his Dwelling in good condition and repair; and
- (b) install and thereafter maintain in attractive and viable condition all landscaping in accordance with the provisions of this Article.

Section 3 - Standards for Maintenance and Installation.

- (a) Maintenance of the exterior of Dwellings, walls, fences and roofs shall be accomplished in accordance with the Architectural Standards and, if required by the Architectural Standards, only after approval of the Architectural Committee; and
- (b) All portions of a Lot which are disturbed either in the course of construction of a Dwelling or Structure or as a result of any other activities, but which remain unimproved with a Dwelling or Structure, shall either be landscaped by the Owner thereof or returned as nearly as reasonably possible to their previous natural state before any significant erosion or other soil damage occurs and in any event on or before a date six (6) months from the completion of said construction or other activity, all in accordance with plans and specifications which have been previously submitted to and approved by the Architectural Committee. Thereafter, such landscaping shall be maintained by the Owner in a clean, safe and attractive condition according to any rules promulgated by the Board.

Section 4 - Exterior Requirement. No structure shall be built with less than a three (3) foot tall wainscot of stone, cultured stone, or brick on the front façade of the home (excluding windows and doors), unless otherwise approved by the Architectural Committee.

Section 5 - Fences. Fencing shall be permitted in the Covered Property only in accordance with applicable city ordinances and must be decorative in nature. White vinyl, precast masonry fence, or split-face block masonry fences not exceeding 6ft tall are approved fence types. No fences may be constructed without the prior approval of the Committee, which may include in its approval criteria considerations of style, material, height, and effect on neighboring properties. Fencing of front yards shall not be permitted; side yards may be fenced up to a point terminating no closer than two feet behind the front corner of the Dwelling. Barbed wire, chain link fence, wood fence, and field fence on posts is prohibited.

Section 6 - Right of Association to Maintain and Install. In the event any Owner fails to maintain the exterior of his Dwelling or the walls, fences and roof thereof, or to install and thereafter maintain landscaping on his Lot in accordance with this Article, the Association may cause such maintenance and installation to be accomplished as hereinafter set forth.

(a) Upon finding by the Board of a deficiency in such maintenance or installation, the Board shall give notice of deficiency to the responsible Owner which shall briefly describe the deficiency and set a date for hearing before the Board or a committee selected by the Board for such purpose.

(b) Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.

(c) Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt and which shall provide the Owner with the right to present oral and written evidence and to question adverse witnesses. If the Board or renders a decision against the responsible Owner, it shall further set a date by which the deficiency is to be corrected by the responsible Owner.

(d) If the deficiency continues to exist after the time limitation imposed by a final decision of the Board, the Board may cause such maintenance or installation to be accomplished.

(e) In the event the Board elects to cause such maintenance or installation to be accomplished, the following shall apply:

(i) The responsible Owner shall have no more than ten (10) days following the receipt of written notice of such election from the Board to select a day or days upon which such maintenance or installation work shall be accomplished, which date shall be not less than fifteen (15) days nor more than forty-five (45) days following receipt of notice from the Board;

(ii) If said Owner does not select such day or days within said ten (10) day period, the Board may select a day or days upon which such work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of said ten (10) day period; and

(f) If the Association pays for all or any portion of such maintenance or installation, such amount shall be a Special Assessment to the affected Owner and Lot.

ARTICLE VIII  
INSURANCE

Section 1 - Types. The Association, to the extent available, shall obtain and continue in effect in its own name the following types of insurance:

(a) A comprehensive policy of public liability insurance covering the Common Areas for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles and liability for property of others, and such other risks as shall customarily be covered with respect to similar planned unit developments in the area of the Covered Property, and shall contain a "severability of interest" endorsement or the equivalent which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Association or other Owners. The limits of liability under such insurance shall not be less than \$1,000,000 for all claims for personal injury and/or property damage arising out of a single occurrence.

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of the buildings or other improvements, if any, situated on the Common Areas, without deduction for depreciation, with an "agreed amount endorsement" or its equivalent and clauses waiving subrogation against Members and the Association and persons upon the Covered Property with the permission of a Member, such insurance to afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as shall customarily be covered with respect to similar planned unit developments in the area of the Covered Property.

(c) Fidelity coverage against dishonest acts on the part of directors, officers, employees or volunteers who handle or who are responsible to handle the funds of the Association, and such fidelity bonds shall name the Association as obligee, shall be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation or from any definition of "employee" or similar expression.

Section 2 - Waiver By Members. As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Board, the Declarant and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

Section 3 - Other Insurance; Annual Review. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Common Areas in light of increased construction costs, inflation, practice in the area in which the Covered Property is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 4 - Premiums and Proceeds. Insurance premiums for any such insurance coverage obtained by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article hereof entitled "Destruction of Improvements." The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) Trustees of the Association may sign a loss claim form and release form in

connection with the settlement of a loss claim, and such signatures shall be binding on the Association and the Members.

Section 5 - Abandonment of Replacement Cost Insurance. Unless at least seventy-five percent (75%) of the Institutional Mortgagees based on one (1) vote for each First Mortgage have given their prior written approval, the Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article on less than a one hundred percent (100%) current replacement cost basis.

Section 6 - Payment of Taxes or Premiums by First Mortgagees. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas, unless such taxes or charges are separately assessed against the Owners, in which case the rights of First Mortgagees shall be governed by the provisions of their Mortgages. First Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any First Mortgagee which requests the same to be executed by the Association.

#### ARTICLE IX DESTRUCTION OF IMPROVEMENTS

In the event of partial or total destruction of improvements upon the Common Areas, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of Mortgagees whose interest may be protected by said policies.

#### ARTICLE X EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking, the Board may in its sole discretion retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Members. The rights of an Owner and the Mortgagee of his Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

#### ARTICLE XI USE RESTRICTIONS

Section 1 - Single Family Residential. All Lots shall be known and described as residential Lots and shall be used for no purpose other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Dwelling, which shall be either an attached or detached single family residential Dwelling. A Dwelling, whether attached or detached, shall contain no less than 1,400 square feet of gross floor area.

Section 2 - No Further Subdivision. No further subdivision of any lot shall be permitted at any time, whether by physically subdividing a lot or by dividing up ownership into different time periods.

Section 3 - Commercial Use. Subject to the Section entitled "Construction and Sales" of the Article hereof entitled "Easements," a Lot shall be used for residential purposes only, including all ancillary uses permitted by applicable zoning ordinances. No room or rooms in any building may be rented or leased to any person, provided, however, that nothing contained herein shall be construed as preventing the renting or leasing of an entire Unit, but only for periods in excess of 30 days. No business or profession may be conducted in a residence constructed on a Lot which involves the solicitation or invitation of the general public.

Section 4 - Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except such signs as may be used by the Declarant or its sales agents in connection with the development of the Covered Property and sale of the Lots; provided, however, that a Member may display in his Lot a sign advertising its sale or lease by him so long as such shall comply with any customary and reasonable standards promulgated by the Board as to the size, color, shape or other qualifications for permitted signs.

Section 5 - Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot, or any part of the Covered Property nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall, in any way, interfere with the quiet enjoyment of each of the Owners of his respective Dwelling, or which shall in any way increase the rate of insurance.

Section 6 - Temporary Structures. No used or second-hand structure, no building of a temporary character, no mobile home, trailer, camper, recreational vehicle, basement, tent, shack, garage, barn or other out-building shall hereafter be used on any Lot at any time, either temporarily or permanently.

Section 7 - Vehicles. No automobile, truck, pickup, motorbike, motorcycle, trailbike, tractor, golf cart, mobile home, trailer, camper, recreational vehicle, snowmobile, all-terrain vehicle, boat or similar equipment shall hereafter be permitted to remain upon any Lot, unless placed or maintained within an enclosed garage or within a fenced side yard or back yard, nor permitted to be parked other than temporarily, on any street, alley, or Common Areas within the Covered Property. Temporary parking shall mean parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes. The Board may adopt rules for the regulation of the admission and parking of vehicles within the Covered Property, including the assessment of charges to Owners who violate or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments.

Section 8 - Animals. No animals, horses, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animals may be kept on the Lots which in the good faith judgment of the Board or a committee selected by the Board for this purpose, result in an annoyance or are obnoxious to residents in the vicinity.

Section 9 - Unsightly Items. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets, all other Lots, alleys or Common Areas. Any fence or screen required by this Section shall comply with any standards promulgated by the Board as to size, color or other qualifications for permitted fences or screens.



Section 10 - No Swimming Pools or Tennis Courts. No swimming pools, tennis courts or other similar structures shall be constructed or maintained on any portion of the Covered Property at any time.

Section 11 - No Violation of County Ordinances. Nothing herein shall give any Owner the right to violate ordinances of the City of West Jordan or Salt Lake County, and where any activity allowed herein is proscribed by said ordinances, said ordinances shall have priority.

ARTICLE XII  
RIGHTS IN THE COMMON AREAS

Section 1 - Members' Right of Enjoyment. Every Member shall have a nonexclusive easement for use and enjoyment in and to the Common Areas, and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Lot, subject to the following provisions:

(a) The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas.

(b) The right of the Association, subject to the approval rights of Mortgagees pursuant to the Article hereof entitled "Rights of Lenders," to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas to a special tax assessment district or to applicable municipal authorities, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

(c) The right of the Association to establish a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of subsection (b) above, all or any portion of the Common Areas to said district.

(e) The right of the Association to grant easements where necessary for vehicular and pedestrian ingress and egress, utilities and sewer facilities over the Common Areas for the benefit of individual Lots within the Covered Property and/or to serve the Covered Property.

Section 2 - Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas, or the abandonment of his Lot.

ARTICLE XIII  
EASEMENTS

Section 1 - Owners' Rights and Duties: Utilities and Cable Television. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, the Owners of any Lot served by said connections, lines or facilities shall have the right to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

(b) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone or cable television lines or drainage facilities are installed within the Covered Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

Section 2 - Utilities. Easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps or plats of the Covered Property are hereby reserved by the Declarant, together with the right to grant and transfer the same.

Section 3 - Construction and Sales. There is hereby reserved to the Declarant, including, without limitation, its sales agents and representatives and prospective purchasers of Lots together with the right in the Declarant to grant and transfer the same, over the Common Areas as the same may from time to time exist, easements for construction, display and exhibit purposes in connection with the erection and sale of Lots and Dwellings within the Covered Property; provided, however, that such use shall not be for a period beyond the sale by the Declarant of all Lots within the last phase to be developed on the Covered Property, and provided further that no such use by the Declarant and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Common Areas.

Section 4 - Repair and Maintenance. There is hereby reserved to the Declarant, together with the right to grant and transfer the same to the Association, an easement for the purposes as provided in the Article of this Declaration entitled "Repair and Maintenance," including, without limitation, maintaining the drainage facilities and easements, and inspecting each Lot at any reasonable time for compliance with said Article.

Section 5 - Nature of Easements. Any easements reserved to the Declarant herein, when transferred to an Owner or the Association in the same instrument conveying a Lot or Common Areas to such Owner or the Association, as the case may be, shall be appurtenant to such Owner's interest in said Lot or the Association's interest in the Common Areas, as applicable.

Section 6 - Transfer of Easements. As to the easements reserved to the Declarant, together with the right to grant and transfer the same to Owners, the Declarant shall convey said easements to the Owners in the same instrument conveying the interest required to be an Owner by specific description or by reference in said instrument. If such description is not contained in said instrument through inadvertence, mistake or any other cause, such easements shall nevertheless be conveyed to each Owner by such instrument.

ARTICLE XIV  
RIGHTS OF LENDERS

Section 1 - Filing Notice; Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Lot within the Covered Property. Such notice need not state which Lot, or Lots are encumbered by such Mortgage, but shall state whether such Mortgagee is a First Mortgagee. Wherever the approval of all or a specified percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of all or a specified percentage only of those Mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

Section 2 - Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot, except as otherwise provided in this Article.

Section 3 - Curing Defaults. A Mortgagee or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is non-curable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is non-curable or not feasible to cure shall be final and binding on all Mortgagees.

Section 4 - Resale. It is intended that any loan to facilitate the resale of any Lot after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

Section 5 - Relationship With Assessments Liens.

(a) The lien provided for in the Article hereof entitled "Nonpayment of Assessments" for the payment of Assessments shall be subordinate to the lien of any Mortgage which was recorded prior to the date any such Assessment becomes due.

(b) If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a Mortgage: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (2) the foreclosure of the lien of said Mortgage, the acceptance of a deed in lieu of foreclosure of the Mortgage or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

(c) Any Mortgagee who obtains title to a Lot by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale, shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrue prior to the time such Mortgagee or purchaser takes title to the Lot, except for liens or claims for a share of such Assessments resulting from a reallocation of such Assessments to all Lots within the Covered Property.

(d) Nothing in this Section shall be construed to release any Owner from his obligation to pay for any Assessment levied pursuant to this Declaration.

Section 6 - Seventy-Five Percent Vote of Institutional Mortgagees. Except upon the prior written approval of at least seventy-five percent (75%) of Institutional Mortgagees, based on one (1) vote for each First Mortgage held, neither the Association nor the Members shall be entitled to do any of the following:

(a) Dissolve the Association or abandon or terminate the maintenance of the Common Areas by the Association; or

(b) Amend a material provision of this Declaration, the Bylaws or the Articles, and without limiting the generality of the foregoing, the provisions of this Article, or any other rights granted specifically to the Mortgagees pursuant to any other provision of this Declaration; or

(c) Abandon, partition, sell, alienate, subdivide, release, transfer, hypothecate or otherwise encumber the Common Areas; provided, however, the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not require such approval.

Section 7 - Other Rights of Institutional Mortgagees. Any Institutional Mortgagee, or its mortgage servicing contractor, shall, upon written request to the Association, be entitled to:

(a) Inspect the books and records of the Association during normal business hours; and

(b) Receive the annual financial statement of the Association ninety (90) days following the end of the Association's fiscal year; and

(c) Receive written notice of all annual and special meetings of the Members or of the Board, and Institutional Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give an Institutional Mortgagee the right to call a meeting of the Board or of the Members for any purpose or to vote at any such meeting; and

(d) Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Lot is encumbered by such Institutional Mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association; provided, however, the Association shall only be obligated to provide such notice to Institutional Mortgagees whose written request therefor to the Association specifies the Lot or Lots to which such request relates.

Section 8 - Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any loan encumbering a Lot.

Section 9 - Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Section 10 - Voting Rights of Institutional Mortgagees. In the event of a default by the Owner of any Lot in any payment due under the terms of any Institutional Mortgage or the promissory note secured thereby, the Institutional Mortgagee or his representative shall have the right, upon giving written notice to such defaulting Owner and the Association and placing of record a notice of default, to exercise the voting rights of such defaulting Owner attributable to such Lot at any regular or special meeting of the Members held during such time as such default may continue. Any such Owner's voting rights shall be restored to him at such time as such default is cured.

Section 11 - Notice of Destruction or Taking. In the event that the Common Areas, or any portion thereof, are substantially damaged or are made the subject of any condemnation proceeding in eminent domain or are otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any Institutional Mortgagee affected by such destruction, taking or threatened taking. As used herein, "substantially damaged" shall mean exceeding Ten Thousand Dollars (\$10,000). If requested in writing by an Institutional Mortgagee, the Association shall evidence its obligations under this Section in a written agreement in favor of such First Mortgagee.

#### ARTICLE XV GENERAL PROVISIONS

Section 1 - Enforcement. The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens and Association Rules, the Association shall have the exclusive right to enforcement thereof. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto.

Failure by the Association or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

Section 2 - Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 - Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Member, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for a successive period of ten (10) years, unless an instrument, signed by a majority of the then Members has been recorded, at least one (1) year prior to the end of any such period agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4 - Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Covered

Property and the Common Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5 - Amendments. Subject to the other provisions of this Declaration, including, without limitation, the rights of Mortgagees and/or First Mortgagees pursuant to the Articles hereof entitled "Insurance" and "Rights of Lenders," or otherwise this Declaration may be amended only by the affirmative written assent or vote of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the Members, and, further, this amendment provision shall not be amended to allow amendments by the written consent or vote of less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the Members; provided, however, any amendment or modification of the Articles hereof entitled "Covenant for Maintenance Assessments," "Nonpayment of Assessments," "Architectural Control," "Repair and Maintenance" and "Use Restrictions" shall additionally require the prior written approval of not less than seventy-five percent (75%) of the Class A Members. An amendment or modification shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided and recorded in the Official Records of Salt Lake County, Utah.

Section 6 - Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 7 - Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

Section 8 - Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Special Assessment with respect to the Lot involved in the action.

Section 9 - Notices. Any notice to be given to an Owner or a Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

(a) Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.

(b) Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice or, if no such address is furnished, to any office of the Mortgagee in Salt Lake County, Utah, or, if no such office is located in said County, to any office of such Mortgagee.

Section 10 - Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Covered Property and each and every Lot and portion thereof. Declarants

make no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 11 - Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

Section 12 - Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee or any other committee of the Association or any member of such Board or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

Section 13 – Disclaimer Regarding Safety. DECLARANT HEREBY DISCLAIMS ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROJECT. EACH OWNER OF PROPERTY WITHIN THE PROJECT ACKNOWLEDGES THAT DECLARANT IS ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THIS DECLARATION AND IS NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROJECT.

Section 14 - Leases. Any agreement for the leasing or rental of a Lot (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws and the Association Rules. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules.

Section 15 - Proceedings. The Association, acting through the Board, shall have the power and the duty to reasonably defend the Association (and, in connection therewith, to raise counterclaims) in any pending or potential lawsuit, arbitration, mediation or governmental proceeding (collectively hereinafter referred to as a "Proceeding"). The Association, acting through the Board, shall have the power, but not the duty, to reasonably institute, prosecute, maintain and/or intervene in a Proceeding, in its own name, but only on matters affecting or pertaining to this Declaration as to which the Association is a proper party in interest, and any exercise of such power shall be subject to full compliance with the following provisions:

(a) Any Proceeding commenced by the Association: (1) to enforce the payment of an assessment or an assessment lien or other lien against an Owner as provided for in this Declaration, or (2) to otherwise enforce compliance with the Declaration, Bylaws, or Rules and Regulations of the Association, or to obtain other relief from, any Owner who has violated any provision thereof, or (3) against a supplier, vendor, contractor or provider of services, pursuant to a contract or purchase order with the Association, and in the ordinary course of business, or (4) for money damages wherein the total amount in controversy for all matters arising in connection with the action is not likely to exceed

Ten Thousand Dollars (\$10,000.00) in the aggregate, shall be referred to herein as an "Operational Proceeding". The Board from time to time may cause an Operational Proceeding to be reasonably commenced and prosecuted, without the need for further authorization.

(b) Any and all pending or potential Proceedings other than Operational Proceedings shall be referred to herein as "Non-Operational Controversy" or "Non-Operational Controversies". To protect the Association and the Owners from being subjected to potentially costly or prolonged Non-Operational Controversies without full disclosure, analysis and consent; to protect the Board and individual members of the Board or its appointed officers and agents from any charges of negligence, breach of fiduciary duty, conflict of interest or acting in excess of their authority or in a manner not in the best interests of the Association and the Owners; and to ensure voluntary and well-informed consent and clear and express authorization by the Owners, strict compliance with all of the following provisions of this Section shall be mandatory with regard to any and all Non-Operational Controversies commenced, instituted or maintained by the Board:

1. The Board shall first endeavor to resolve any Non-Operational Controversy by good faith negotiations with the adverse party or parties. The good faith negotiations shall include a written notice that shall include an explanation of the nature of the claim, a specific breakdown and calculation of any alleged damages, a specific description of the claim along with any supporting evidence upon which the claim is based, photographs of any alleged condition, if applicable, and one hundred eighty (180) days to cure or resolve the claim. In the event that such good faith negotiations fail to reasonably resolve the Non-Operational Controversy, the Board shall endeavor in good faith to resolve such Non-Operational Controversy by mediation, provided that the Board shall not incur liability for or spend more than Five Thousand Dollars (\$5,000.00) in connection therewith (provided that, if more than said sum is reasonably required in connection with such mediation, then the Board shall be required first to reasonably seek approval of two-thirds (2/3) of the voting power of the Members for such additional amount for mediation before proceeding to either arbitration or litigation). In the event that the adverse party or parties refuse mediation, or if such good faith mediation still fails to reasonably resolve the Non-Operational Controversy, the Board shall not be authorized to commence, institute or maintain any arbitration or litigation of such Non-Operational Controversy until the Board has fully complied with the following procedures:

1.1. The Board shall first investigate the legal merit, feasibility and expense of prosecuting the Non-Operational Controversy, by obtaining the written opinion of a licensed Utah attorney, expressly stating that such attorney has reviewed the underlying facts and data in sufficient, verifiable detail to render the opinion, and expressly opining that the Association has a substantial likelihood of prevailing on the merits with regard to the Non-Operational Controversy, without substantial likelihood of incurring any material liability with respect to any counterclaim which may be asserted against the Association. The Board shall be authorized to spend up to an aggregate of Five Thousand Dollars (\$5,000.00) to obtain such legal opinion, including all amounts paid to said attorney therefor, and all amounts paid to any consultants, contractors and/or experts preparing or processing reports and/or information in connection therewith. The Board may increase said \$5,000.00 limit, with the express



consent of two-thirds (2/3) of all of the Members of the Association, at a special meeting called for such purpose.

1.2. Said attorney opinion letter shall also contain the attorney's best good faith estimate of the aggregate maximum "not-to-exceed" amount of legal fees and costs, including, without limitation, court costs, costs of investigation and all further reports or studies, costs of court reporters and transcripts, and costs of expert witnesses and forensic specialists (all collectively, "Quoted Litigation Costs") which are reasonably expected to be incurred for prosecution to completion (including appeal) of the Non-Operational Controversy. Said opinion letter shall also include a draft of any proposed fee agreement with such attorney. If the attorney's proposed fee arrangement is contingent, the Board shall nevertheless obtain the Quoted Litigation Costs with respect to all costs other than legal fees, and shall also obtain a written draft of the attorney's proposed contingent fee agreement. (Such written legal opinion, including the Quoted Litigation Costs, and also including any proposed fee agreement, contingent or non-contingent, are collectively referred to herein as the "Attorney Letter").

1.3. Upon receipt and review of the Attorney Letter, if two-thirds (2/3) or more of the Board affirmatively vote to proceed with the institution or prosecution of, and/or intervention in, the Non-Operational Controversy, the Board thereupon shall duly notice and call a special meeting of the Members. The written notice to each Member of the Association shall include a copy of the Attorney Letter, including the Quoted Litigation Costs and any proposed fee agreement, contingent or non-contingent, together with a written report ("Special Assessment Report") prepared by the Board: (1) itemizing the amount necessary to be assessed to each Member ("Special Litigation Assessment"), on a monthly basis, to fund the Quoted Litigation Costs, and (2) Specifying the probable duration and aggregate amount of such Special Litigation Assessment. At said special meeting, following review of the Attorney Letter, Quoted Litigation Costs and the Special Assessment Report, and full and frank discussion thereof, including balancing the desirability of instituting, prosecuting and/or intervening in the Non-Operational Controversy against the desirability of accepting any settlement proposals from the adversary party or parties, the Board shall call for a vote of the Members, whereupon: (a) if less than two-thirds (2/3) of the total voting power of the Association votes in favor of pursuing such Non-Operational Controversy and levying the Special Litigation Assessment, then the Non-Operational Controversy shall not be pursued further, but (b) if two-thirds (2/3) of the total voting power of the Association affirmatively vote in favor of pursuing such Non-Operational Controversy, and in favor of levying a Special Litigation Assessment on the Members in the amounts and for the duration set forth in the Special Assessment Report, then the Board shall be authorized to proceed to institute, prosecute and/or intervene in the Non-Operational Controversy. In such event, the Board shall engage the attorney who gave the opinion and quote set forth in the Attorney Letter, which engagement shall be expressly subject to the Attorney Letter. The terms of such engagement shall require that said attorney

shall be responsible for all attorneys' fees and costs and expenses whatsoever in excess of one hundred twenty percent (120%) of the Quoted Litigation Costs, and that said attorney shall provide, and the Board shall distribute to the Members, not less frequently than quarterly, a written update of the progress and current status of, and the attorney's considered prognosis for, the Non-Operational Controversy, including any offers of settlement and/or settlement prospects, together with an itemized summary of attorneys' fees and costs incurred to date in connection therewith.

1.4. In the event of any bona fide settlement offer from the adverse party or parties in the Non-Operational Controversy, if the Association's attorney advises the Board that acceptance of the settlement offer would be reasonable under the circumstances, or would be in the best interests of the Association, or that said attorney no longer believes that the Association is assured of a substantial likelihood of prevailing on the merits without prospect of material liability on any counterclaim, then the Board shall have the authority to accept such settlement offer. In all other cases, the Board shall submit any settlement offer to the Owners, who shall have the right to accept any such settlement offer upon a majority vote of all of the Members of the Association.

(c) In no event shall any Association working capital fund be used as the source of funds to institute, prosecute, maintain and/or intervene in any Proceeding (including, but not limited to, any Non-Operational Controversy).

(d) Any post-turnover litigation involving the Association (as Plaintiff) and the Declarant shall strictly comply with each of the provisions of this Section 6.5. The parties hereby covenant, stipulate, and agree that in the event the Association fails to satisfy the prerequisites set forth herein, the Association will indemnify, defend, hold harmless, and exculpate Declarant to the fullest extent permissible by law, and Declarant shall be entitled to recover any and all attorneys fees and costs expended as a result of enforcing this provision 6.5., which fees and costs may include, without limitation, pre-litigation attorneys fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. The parties further covenant, stipulate, and agree that failure to comply with section 6.5 herein will result in damages to Declarant including, without limitation, reputational harm, and may result in damages to Declarant including lost revenues, and loss of business and sales opportunities.

(e) Any provision in this Declaration notwithstanding: (1) other than as set forth in this Section 6.5, the Association shall have no power whatsoever to institute, prosecute, maintain or intervene in any Proceeding, (2) any institution, prosecution or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section 6.5, shall be unauthorized and *ultra vires* (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any

member of the Board who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section 6.5 to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution or maintenance of, or intervention in, the Proceeding; and (3) this Section 6.5 may not be amended or deleted at any time without the express prior written approval of both: (a) Members representing not less than sixty-seven percent (67%) of the total voting power of the Association, and (b) not less than seventy-five percent (75%) of the total voting power of the Board; and any purported amendment or deletion of this Section 6.5 or any portion hereof, without both of such express prior written approvals shall be void.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions has been executed the day and year first herein above written.

**DECLARANT: CENTURY LAND HOLDINGS OF UTAH, LLC,**

a Utah limited liability company

By: [Signature]

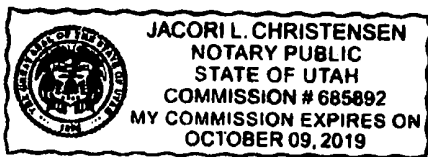
Name: Kameron Spencer

Title: Authorized Signer

STATE OF UTAH )  
:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2018, by Kameron Spencer, the manager of Century Land Holdings of Utah, LLC, a Utah limited liability company.

(SEAL)



[Signature]  
Notary Public

My Commission Expires: October 09, 2019  
Residing at Utah

**DECLARANT:**

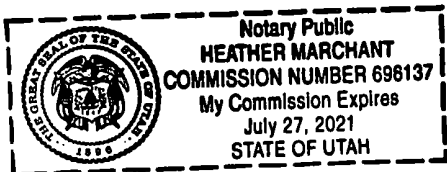
WOOD FARMS WEST JORDAN, LLC  
[Signature]

By: Nathan W. Pugsley  
Its Manager

STATE OF UTAH )  
:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 11 day of June, 2018, by Nathan W. Pugsley, the manager of Wood Farms West Jordan, LLC, a Utah limited liability company.

(SEAL)



[Signature]  
Notary Public

My Commission Expires: July 27, 2021  
Residing at Davis County

#26

EXHIBIT A

Legal Description of the Covered Property

That certain real property situated in Salt Lake County, Utah, more particularly described as follows:

**Wood Farms Phase 1 Subdivision**

Beginning at a point on the Easterly Right-of-Way Line of 4690 West Street, said point being North 00°07'19" West 752.95 feet along the section line and East 754.77 feet from the Southwest Corner of Section 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°59'50" East 116.66 feet;  
thence North 14.77 feet;  
thence South 89°45'15" East 15.92 feet;  
thence Southwesterly 71.01 feet along the arc of a 6,053.00 foot radius curve to the left (center bears South 87°03'41" East and the chord bears South 02°36'09" West 71.01 feet with a central angle of 00°40'20");  
thence Southeasterly 44.85 feet along the arc of a 67.06 foot radius curve to the left (center bears East and the chord bears South 19°09'33" East 44.01 feet with a central angle of 38°19'07");  
thence Northeasterly 190.69 feet along the arc of a 53.00 foot radius curve to the left (center bears North 42°03'35" East and the chord bears North 28°59'04" East 103.25 feet with a central angle of 206°09'02");  
thence Northwesterly 16.12 feet along the arc of a 12.00 foot radius curve to the right (center bears North 15°54'22" East and the chord bears North 35°36'51" West 14.93 feet with a central angle of 76°57'34");  
thence Northeasterly 9.84 feet along the arc of a 6,000.00 foot radius curve to the left (center bears South 87°07'25" East and the chord bears North 02°54'56" East 9.84 feet with a central angle of 00°05'38");  
thence South 89°45'15" East 110.80 feet to the Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;  
thence Southeasterly 523.71 feet along the arc of a 2,914.93 foot radius curve to the left (center bears North 89°28'52" East and the chord bears South 05°39'57" East 523.00 feet with a central angle of 10°17'38") along said Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;  
thence South 10°49'02" East 197.05 feet to the Easterly Right-of-Way Line of 4690 West Street;  
thence North 89°59'49" West 383.56 feet along said Northerly Right-of-Way Line of 7800 South Street to the Easterly Right-of-Way Line of 4690 West Street;  
thence North 00°07'19" West 699.99 feet along said Easterly Right-of-Way Line of 4690 West Street to the point of beginning.

Contains 222,278 Square Feet or 5.103 Acres and 12 Lots and 1 Parcel

**Wood Farms Phase 2 Subdivision**

Beginning at a point on the Easterly Line of Wheatland Estates Subdivision Phase 3, said point being North 00°07'19" West 752.96 feet along the section line and East 592.09 feet from the Southwest Corner of Section 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 00°07'20" West 310.95 feet along said Easterly line of Wheatland Estates Subdivision Phase 3;

thence South 89°59'15" East 318.42 feet;

thence North 05°41'09" East 21.61 feet;

thence South 84°17'20" East 153.02 feet to the Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;

thence Southwesterly 303.60 feet along the arc of a 2,914.93 foot radius curve to the left (center bears South 84°33'05" East and the chord bears South 02°27'53" West 303.46 feet with a central angle of 05°58'03") along said Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;

thence North 89°45'15" West 110.80 feet;

thence Southerly 9.84 feet along the arc of a 6,000.00 foot radius curve to the left (center bears South 87°02'15" East and the chord bears South 02°54'56" West 9.84 feet with a central angle of 00°05'38");

thence Southeasterly 16.12 feet along the arc of a 12.00 foot radius curve to the left (center bears South 87°08'04" East and the chord bears South 35°36'51" East 14.93 feet with a central angle of 76°57'34");

thence Southwesterly 190.69 feet along the arc of a 53.00 foot radius curve to the right (center bears South 15°54'33" West and the chord bears South 28°59'04" West 103.25 feet with a central angle of 206°09'02");

thence Northerly 44.85 feet along the arc of a 67.06 foot radius curve to the right (center bears North 51°40'53" East and the chord bears North 19°09'33" West 44.01 feet with a central angle of 38°19'07");

thence Northerly 71.01 feet along the arc of a 6,053.00 foot radius curve to the right (center bears South 87°44'00" East and the chord bears North 02°36'09" East 71.01 feet with a central angle of 00°40'20");

thence North 89°45'15" West 15.92 feet;

thence South 14.77 feet;

thence North 89°59'50" West 279.33 feet to the point of beginning.

Contains 153,694 Square Feet or 3.528 Acres and 11 Lots and 1 Parcel

**Wood Farms Phase 3 Subdivision**

Beginning at a point on the Easterly Line of Wheatland Estates Subdivision Phase 3, said point being North 00°07'19" West 1,063.90 feet along the section line and East 592.09 feet from the Southwest Corner of Section 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 00°07'20" West 886.11 feet along said Easterly line of Wheatland Estates Subdivision Phase 3;  
thence North 89°52'40" East 110.00 feet;  
thence North 00°07'20" West 50.95 feet;  
thence South 89°59'15" East 303.74 feet;  
thence South 05°41'09" West 33.39 feet;  
thence South 84°18'57" East 153.00 feet to the Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;  
thence South 05°41'09" West 874.92 feet along said Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;  
thence Southerly 12.07 feet along the arc of a 2,914.93 foot radius curve to the left (center bears South 84°18'51" East and the chord bears South 05°34'02" West 12.07 feet with a central angle of 00°14'14") along said Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;  
thence North 84°17'20" West 153.02 feet;  
thence South 05°41'09" West 21.61 feet;  
thence North 89°59'15" West 318.42 feet to the point of beginning.

Contains 473,216 Square Feet or 10.864 Acres and 40 Lots

**Wood Farms Phase 4 Subdivision**

Beginning at a point on the Easterly Line of Wheatland Estates Subdivision Phase 3, said point being North 00°07'19" West 1,950.01 feet along the section line and East 592.09 feet from the Southwest Corner of Section 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 00°07'20" West 660.81 feet along said Easterly line of Wheatland Estates Subdivision Phase 3 and its extension;  
thence North 00°07'31" West 51.42 feet;  
thence North 00°08'29" West 23.03 feet;  
thence South 89°59'58" East 464.79 feet;  
thence Southeasterly 108.55 feet along the arc of a 65.00 foot radius curve to the right (center bears South 00°00'03" West and the chord bears South 42°09'24" East 96.37 feet with a central angle of 95°41'07");  
thence South 05°41'09" West 8.12 feet;  
thence South 89°57'12" East 100.49 feet to the Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;  
thence South 05°41'09" West 656.15 feet along said Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad;  
thence North 84°18'57" West 153.00 feet;  
thence North 05°41'09" East 33.39 feet;  
thence North 89°59'15" West 303.74 feet;  
thence South 00°07'20" East 50.95 feet;  
thence South 89°52'40" West 110.00 feet to the point of beginning.

Contains 414,784 Square Feet or 9.522 Acres and 33 Lots