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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
For Southgate Development
Salt Lake City, Utah**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE DEVELOPMENT ("Declaration") is made and executed this the 7th day of January, 2009, by Healthy Habitat Group, L.C., a Utah limited liability company, referred to below as "Declarant."

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RECITALS

A. Declarant is the Owner of the following described real property (the "Entire Property") located in Salt Lake County, Utah:

All of Lots 1 through 22 of ^{South Gate PUD} ~~Southgate~~ Development according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

B. Declarant intends to develop a residential subdivision on the Entire Property. Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Subdivision.

C. There have been and will be constructed buildings and other improvements thereon in accordance with the plans and drawings set forth in the Record of Survey Map which has been, or shall be, recorded upon its approval by Salt Lake County.

DECLARATION

DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration, all of which are created for the mutual benefit of the Owners of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. The Covenants, Conditions and Restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Entire Property. The Covenants, Conditions, and Restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, the Homeowners' Association, or by any Owner of a Lot within the subdivision on the Entire Property.

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DECLARANT HEREBY DECLARES that those areas within the Subdivision that are open space areas and are restricted to certain uses specified in this Declaration and those uses cannot be changed without amending this Declaration. Ownership of the underlying fee of the open space area shall remain with ~~Southgate~~ ^{South Gate} Homeowners' Association which association shall be responsible for the construction, maintenance and repair of the open space.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes within the Subdivision; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision.

COVENANTS, CONDITIONS & RESTRICTIONS

ARTICLE I DEFINITIONS

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

"Association" shall mean ~~Southgate~~ ^{South Gate} Homeowners' Association, whether incorporated or not, and as the context requires, the officers and directors of that Association.

"City" shall mean South Salt Lake City, Utah and its appropriate departments, officials and boards.

"Common Areas" shall mean those areas reserved for use as parks, playgrounds, pathway and trail way around the property, pedestrian access corridors, and open space areas.

"Declarant" shall mean and refer to Healthy Habitat Group, L.C., a Utah limited liability company.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions. The Subdivision Plats for Southgate Development, and the easements and other matters shown on any such Plat, are also incorporated into this Declaration by reference.

" Dwelling" shall mean the twenty-two single-family residences built or to be built or remodeled on any Lot, including the attached garage.

"Entire Property" shall have the meaning set forth in the recitals.

“Family” shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

“Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

“Lot” shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

“Owner” shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligation, including the trustee and/or beneficiary under a Deed of Trust or mortgagee under a mortgage.

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

“Plat” shall mean an official ownership plat of any phase of ^{South Gate PUD} ~~Southgate~~ Development as approved by Salt Lake County and recorded in the office of the Salt Lake County Recorder, as it may be amended from time to time.

“Property” shall have the meaning set forth in the recitals.

“Subdivision” shall mean all phases of ^{South Gate PUD} ~~Southgate~~ Development and all Lots, and other property within the Subdivision as shown on the Plats covering the Entire Property.

“Subdivision Improvements” shall mean all subdivision improvements to be installed outside of the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and utility service to the Lots, and including other construction work required to comply with any conditions of the City or County or other governmental agencies to the approval of the Subdivision or any Plat thereof.

“Trustees” shall mean the duly elected and acting Board of Trustees of ^{South Gate} ~~Southgate~~ Homeowners’ Association, whether incorporated or not.

“Unit” shall mean the Lot and Dwelling on any Lot.

ARTICLE II NAME

The name by which the Subdivision shall be known is ^{South Gate PUD} ~~Southgate~~ Development.

ARTICLE III
COVENANTS TO RUN WITH THE LAND

This Declaration contains covenants, conditions and restrictions relating to the Subdivision which are and shall be enforceable equitable servitudes which shall run with the land and be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgages, successors, heirs, personal representatives, devisees and assigns.

ARTICLE IV
DESCRIPTION OF PROPERTY

4.1 Description of Land. The land is that tract or parcel in Salt Lake County, Utah, more particularly described in Section A of the Premises of this Declaration.

4.2 Description of Improvements. The Subdivision has been constructed in accordance with the information contained in the Plat. The buildings in the Subdivision are of CertainTeed siding and wood construction. Electricity and gas are separately metered to each Unit. Each residence has a separate furnace and water heater, standard kitchen appliances, microwave oven and floor coverings. The Subdivision and the Units will be subject to the easements which are reserved through the Subdivision and as may be required for utility services.

4.3 Description and Legal Status of Units. The Plat hereto shows the Lot number of each Unit, its location and the Common Areas to which it has access. All Lots shall be capable of being independently owned, encumbered and conveyed.

4.4 Description of Common Areas. Except as otherwise in this Declaration provided, the Common Areas shall consist of the areas and facilities described in the definitions and shown on the Plat and constitute in general all of the parts of the Property except the Lots.

ARTICLE V
ALTERATIONS

For three (3) years following the recordation hereof, Declarant reserves the right to change the interior design and interior arrangement of any Unit and to alter the boundaries between Lots or to combine Lots, so long as the Declarant owns the Lots so altered or combined. Any change of the boundaries between the Lots, or any alteration of the Common Areas shall be reflected by an amendment of this Declaration and of the Plat which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in Article 10.4 of this Declaration. Any change in Lot size shall be accompanied by a reallocation of fractional interests in Common Areas on a square-footage basis. No such change shall increase the number of Lots nor materially alter the boundaries of the Common Areas nor change the fraction of ownership of Common Areas associated with the non-altered or non-combined Lots without

amendment of this Declaration and of the Plat in the manner described in Article 10.4 of this Declaration.

**ARTICLE VI
RESTRICTIONS ON ALL LOTS**

6. The following restrictions on use apply to all Lots within the Subdivision:

6.1 Zoning Regulations. The lawfully enacted zoning regulations of South Salt Lake City and Salt Lake County and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any statute, law, or ordinance.

6.2 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots or Units for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Units are sold, whichever occurs later, or (b) the use by any Owner of his Lot for a home occupation pursuant to South Salt Lake City ordinance. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Unit to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

6.3 Restriction on Signs. The Subdivision may be identified by the permanent signs which have been or will be constructed as part of the entry structure. No signs will be permitted on any Lot or Unit within the Subdivision, except for traffic control signs placed by the City or Developer, temporary signs warning of some immediate danger, or signs not in excess of sixteen square feet identifying the contractor and/or architect of any Unit while it is under construction. Signs indicating the Unit is for sale may be placed in accordance with City sign regulations, and no such sign may exceed sixteen square feet. The Declarant may erect a sign at the entrance to the Subdivision announcing the availability of Units and giving sales information for a period not to exceed eight (8) years from the filing of this Declaration. No permanent signs stating the address or the name of the owner of any Lot may be installed without the advance consent of the Association.

6.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by South Salt Lake City.

6.5 Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on the Lot.

6.6 Livestock, Poultry and Pets. No animals, 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; provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control; provided further that no more than two such household pets shall be kept on any lot. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the premises of the owner. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

6.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

6.8 Service Yards. There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner approved by the Association so that it is not visible from adjoining Lots.

6.9 Maintenance of Property. All Units, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Unit or the Improvements on it to fall into disrepair.

6.10 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Unit, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Units.

6.11 No Hazardous Activity. No activity may be conducted on any Unit that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

6.12 No Unsightliness. No unsightliness is permitted on any Unit. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pickup trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Unit in a manner that is visible from any other Unit or any public street.

6.13 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Association, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

6.14 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

6.15 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Units must be connected to the sanitary sewer system.

6.16 No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

6.17 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

6.18 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets.

6.19 Parking. Declarant shall have the authority to designate approved parking areas and enact restrictions related to parking within the common road and driveway easements in the Subdivision. Without limiting the generality of such authority, no recreational vehicles, trailers, boats, campers, or vehicles larger than a standard pickup truck, shall be parked or stored on a roadway or Common Area within the Subdivision, excepting due to emergencies or while making deliveries. In addition, no vehicles shall be parked on a roadway or Common Area within the Subdivision except for temporary, short-term parking; no overnight parking will be allowed except in designated areas.

6.20 Kennels. No kennel or dog run may be placed closer than 30 feet to any Dwelling other than that of the Owner of the kennel.

6.21 No Transient Lodging Uses. The Units are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

6.22 No Re-Subdivision. No Lot may be re-subdivided without the consent of the Association, and no re-subdivision of any Lot may result in the construction of any additional Units within the Subdivision.

6.23 No Change to Exterior Buildings. No Unit Owner shall cause or permit anything (including, without limitation, an individual television antenna, an awning, canopy, shutter, storm door or screen door) to hang, be displayed, be visible or otherwise be placed on the exterior walls or roof of any building or any part thereof, or on the outside of windows or doors, without the prior written consent of the Association. No sign of any kind shall be displayed to the public view on or from any residential Unit or the Common Areas unless it is for the common benefit of all Unit Owners.

6.24 No Charges, etc. No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas without the prior written consent of the Association. The Units are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No lease of any Unit shall be for a period of less than 30 days.

ARTICLE VII CONSTRUCTION COVENANTS

7. General. In order to minimize the inconvenience to adjoining Owners during periods of construction within the Subdivision, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Unit. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which Owner is liable.

7.1 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The builder shall collect trash at the end of each workday and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried or otherwise disposed within the Subdivision. No concrete trucks may be cleaned out on the Lot or elsewhere within the Subdivision.

7.2 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

7.3 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed sixteen square feet in area identifying the Lot and the Builder. The sign must also comply with any signage ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

7.4 Hours of Work. Daily working hours on the site shall be limited to the period beginning one half hour after sunrise and ending one half hour before sunset, unless otherwise restricted by City ordinances. The Builder is responsible for controlling noise emanating from the site.

7.5 Removal of Mud. The Builder is responsible for cleaning up and removing mud, dirt and all debris from the construction site that is deposited on the roadways of the Subdivision.

7.6 Duration of Construction. No construction shall be undertaken without a Building Permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the Permit. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of eight months from the date of the foundation is completed. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

ARTICLE VIII HOMEOWNERS' ASSOCIATION

8. General. To effectively enforce these Covenants, the Declarant has created, or will create, a Utah nonprofit corporation called ~~Southgate~~ ^{South Gate} Homeowners' Association. The Association shall be comprised the Owners of Lots within ~~Southgate~~ ^{South Gate} Development, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

8.1 Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these Covenants and to incur expenses for that purpose. The officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these Covenants. In the event that the Trustees of the Association initiate legal action against a specific lot owner or owners to enforce these covenants, and the Association prevails in a court of law, then the Trustees of the Association shall have the right to asses the costs of such litigation against the lot or lots in question. The Trustees of the Association may file a "Notice of Lien" against such lot or lots with the amount involved to carry interest at the current statutory rate for judgments until paid. The Trustees are further authorized to take whatever reasonable action is necessary to obtain payment including, but not limited to, foreclosure of the lien. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual right of Lot Owners to personally enforce these

Covenants in their own name. The Association may appear and represent the interest of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

8.2 Maintenance of all Common Areas and Other Association Property. The Association will be responsible for the maintenance of all open space areas presently owned by the Association or acquired in the future by the Association. The Association shall have the authority to assess its members for the costs of said maintenance and for restoring any damage to any such property owned by the Association.

8.3 Assessments. The Association has the power to levy assessments against each Unit as necessary to carry out these functions. All assessments will be equal on all Units which have completed Dwellings with a certificate of occupancy; no assessments will be made on Lots or Units which are not completed and sold. Assessments will be made annually to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to, the costs of maintenance, acquisition, repair and replacement of capital facilities, liability insurance, any water for irrigation of areas within the control of the Association, reimbursement of expenses incurred by the Trustees in performance of their obligations, the costs of complying with and enforcing rights under these covenants, and working capital, capital improvements and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of a majority of a quorum of the Owners in attendance in person or by proxy at a meeting called for that purpose.

8.4 Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Units in the Subdivision. The Association shall have the right to foreclose on that lien under the procedures available for the foreclosure of mortgages in the State of Utah when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. Alternatively, if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Unit shall have priority from the date that the first Notice of Lien on a specific Unit is recorded in the office of the County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Unit, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to any assessments is a personal obligation of the Owner of each Unit, and the Association may proceed to collect against the Owner, or the prior Owner of any Unit (in the event of a sale) without any obligation to first take recourse against the Unit and Improvements to which the lien has attached. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or nonjudicial sale, or accepts in deed in lieu of foreclosure or nonjudicial sale, shall be held liable for the unpaid assessment of the Owner whose Unit was acquired by the Mortgagee or Beneficiary under a Trust Deed.

8.5 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Unit showing the assessments to be paid if full, or the amount of any past due assessments. The Buyer or Lender for whom such statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement. The Association may charge a transfer fee for providing such statements and for changing its records to reflect the name of the new Owner. Those individuals selling Units and those individuals buying Units subject to these Covenants agree to share that cost equally.

8.6 Indemnity of Association Trustees and Officers. The Association will indemnify the officers, agents and trustees of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

8.7 Election. After the Dwellings and Units are completed and sold, and unless otherwise provided in the By-Laws of the Association, the elections for members of the Board of Trustees, or any other matter which is presented to the Association, each Owner, including the Declarant, shall be entitled to cast one vote for each Unit he or she owns. Until all Units are sold by Declarant, Declarant will be entitled to one vote for each Unit/Lot that is not sold. In the case of a Unit with multiple Owners, the Owners will agree among themselves how the vote applicable to that Unit will be cast, and if no agreement can be reached, no vote will be received from that Unit. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all the other Owners of that Unit unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Unit in question.

8.8 Notice of Election, Notice of Meeting. Unless otherwise provided in the By-Laws of the Association, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 15 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of the meeting. At any such meeting, a quorum will exist if the Owners of 51% of Lots are present. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

8.9 Special Meeting. When circumstances warrant, a special meeting of the Owners may be called as provided in the By-Laws. No business may be conducted at a special meeting without a full quorum of the Owners of 51% of the Lots being present in person or by written proxy.

8.10 Number of Trustees, Term of Office. Unless otherwise provided in the By-Laws of the Association, there shall be three members of the Board of Trustees, who will serve for terms of three years, or until their successors have been elected; except, however, that until 66 2/3% of the Lots are sold, Declarant's representative shall serve as the sole Trustee, after which the members shall elect a minimum of three (3) Trustees. At such time as the first Board of Trustees is named, whether by appointment by the Declarant or by election from among the Members, the Trustees will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Trustees may serve consecutive terms, and may also serve as officers of the Association.

ARTICLE IX OWNERS' MAINTENANCE OBLIGATIONS

9. General. It is the obligation of each owner to maintain his Unit at all times in order to preserve and enhance the enjoyment of the Subdivision:

9.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the improvements to the lot in a good state of repair and in an attractive, safe, and healthy condition.

9.2 Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

9.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Association. No exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Association.

9.4 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Association, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is

intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Association, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE X GENERAL PROVISIONS

10. General. The Covenants, Conditions, and Restrictions contained in this Declaration may be enforced as follows:

10.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association in its own name. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys' fees and costs of court.

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

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

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

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

10.3 Limited Liability. Neither the Declarant, the Trustees, nor any other Owner shall have personal liability to any other Owner for actions or inaction's taken under these Covenants, provided that any such actions or inaction's are the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

10.4 Amendment. At any time while this Declaration is in effect, the Owners of 66 2/3% of the Lots may amend the provisions of this Declaration; provided, however, that any such amendment shall not adversely affect or diminish any rights of Declarant under this Declaration without Declarant's written consent. Any amendment must be in writing and be approved by 66 2/3% of the Owners at the time of the amendment. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment. No amendment which limits the rights of the Declarant or its successors in interest to expand the Subdivision shall be effective without the written consent of the Declarant.

10.5 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions, and Restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

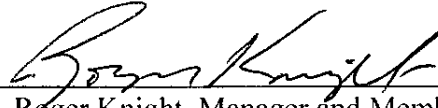
10.6 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

10.7 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

10.8 Mortgagees Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Entire Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

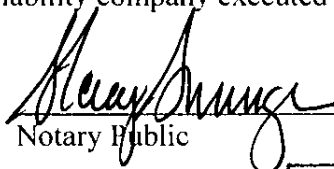
Executed on the date stated above.

Healthy Habitat Group, L.C.,
a Utah Limited Liability Company

By: 
Roger Knight, Manager and Member

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

On this 9th day of January, 2009, personally appeared before me, Roger Knight, who being by me duly sworn, did say that he is the Manager of Healthy Habitat Group, L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and said Roger Knight duly acknowledged to me that said limited liability company executed the same.


Notary Public

