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Parry Farms Homeowners Association, Inc.

Amended Declaration of Covenants, Conditions and Restrictions

July 26, 2006

THIS SET OF SUBDIVISION DOCUMENTS INCLUDES THE FOLLOWING ITEMS:

1. Declaration of Covenants, Conditions and Restrictions

Article I	Definitions
Article II	Membership and Voting Rights
Article III	Rights and Obligations of the Association
Article IV	Insurance and Casualty Losses
Article V	Additional Covenants and Easements
Article VI	Assessments
Article VII	Architectural Standards
Article VIII	Use Restrictions and Uses
Article IX	Easements
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Article XII	General Provisions

2. Exhibits

Exhibit "A"	Property Description
Exhibit "B"	Parry Farms Homeowners Incorporation Documents
Exhibit "C"	Parry Farms Homeowners Bylaws
Exhibit "D"	Color List

**AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
PARRY FARMS SUBDIVISION
BLUFFDALE, SALT LAKE COUNTY, UTAH**

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made this 26 day of July 2006, by Parry Farms Homeowners Association, Inc, a Utah non-profit corporation (the "Declarant").

RECITALS:

A. Declarant is a Utah non-profit corporation organized to own, operate and manage all commonly owned property, improvements in the Parry Farms subdivision.

B. Declarant will be responsible to oversee and ensure compliance of the 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 all of the Property and each of the Lots.

C. Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to these protective covenants, conditions, restrictions and equitable servitudes, all of which are created for the mutual benefit of the Owners of the Property and 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 Property 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 Owners, their successors, assigns, heirs, lien holders, and any other person holding interest in the Property, and shall inure to the benefit of all other Property in the Subdivision. The covenants, conditions, and restrictions shall be binding on the Declarant as well as its successors in interest, and may be enforced by the Declarant, Association, or by any Owner.

D. Notwithstanding the foregoing, no provision of this Declaration shall prevent Parry Farms, LLC from completing Subdivision Improvements, or from using any Lot owned by the Parry Farms LLC as a model home, temporary construction or sales office, nor limit Parry Farms LLC right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with applicable city ordinances.

E.

Article I
DEFINITIONS

The terms in this Declaration and the attached exhibits shall generally be given their natural, commonly accepted definitions except as otherwise specified. Underlined terms shall be defined as set forth below.

1.1 “Area of Common Responsibility”: The Common Area, together with such other areas, if any, for which the association has or assumes responsibility pursuant to the terms of this Declaration, any supplemental Declaration or other applicable covenants, contract, or agreement.

1.2 “Articles of Incorporation” or “Articles”: The Articles of Incorporation of Parry Farms Homeowners Association, Inc., as filed with the Secretary of State of the State of Utah.

1.3 “Association”: The Parry Farms Homeowners Association, Inc., a Utah nonprofit corporation, its successors or assigns.

1.4 “Board of Directors” or “Board”: The body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Utah corporate law.

1.5 “Builder”: Any Person which purchases one or more Units for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person’s business.

1.6 “Bylaws”: The Bylaws of the Parry Farms Homeowners Association, Inc., attached as an Exhibit as they may be amended.

1.7 “Common Area”: All rights and interests in real and personal property, including, without limitation, easements, and other rights to possess or use such property, which the association owns, leases or otherwise holds for the common use and enjoyment of the Owners.

1.8 “Common Expenses”: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this declaration, the Bylaws, and the articles of Incorporation.

1.9 “Community-Wide Standard”: The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. The Board of Directors and the Design Review Committee may more specifically determine such standard.

1.10 “Declarant”: Parry Farms Homeowners Association, Inc, a Utah non-profit corporation, or any successor in interest or assign who takes title to any portion of the property described on Exhibits “A” for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided there shall be only one Declarant at any time.

- 1.11 **“Design Guidelines”**: The design and construction guidelines and application and review procedures applicable to the Properties promulgated and administered pursuant to Section 7.3.
- 1.12 **“General Assessment”**: Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as more particularly described in Article VI.
- 1.13 **“Master Plan”**: The land use plan which has been approved by Bluffdale City for the development of the Properties as it may be amended from time to time.
- 1.14 **“Member”**: A Person subject to membership in the association pursuant to Section 2.2.
- 1.15 **“Mortgage”**: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit.
- 1.16 **“Mortgagee”**: A beneficiary or holder of a Mortgage.
- 1.17 **“Mortgagor”**: Any Person who gives a Mortgage.
- 1.18 **“Owner”**: One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.
- 1.19 **“Person”**: A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.
- 1.20 **“Properties”**: The real property described on Exhibits “A”
- 1.21 **“Public Records”**: The public records of the State of Utah, Salt Lake County, Utah, and Bluffdale City.
- 1.22 **“Special Assessment”**: Assessments levied in accordance with Article VI.
- 1.23 **“Specific Assessment”**: Assessments levied in accordance with Article VI.
- 1.24 **“Supplemental Declaration”**: An instrument filed in the Public Records pursuant to article VII which subjects additional property to this declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the real property described or referred to in such instrument.
- 1.25 **“Unit”**: A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as a residence for a single family. The term shall include within its meaning, by way of

illustration but not limitation, each numbered lot shown on a subdivision plat filed in the Public Records with respect to any portion of the Properties, together with the structures, if any, constructed thereon, as well as vacant land intended for further subdivision, but shall not include Common Areas or property dedicated to the public. If a portion of the Properties is intended and suitable for subdivision into single-family lots, but no subdivision plat has been filed in the Public Records, then such property shall be deemed to be a single Unit until such time as the property has been subdivided as evidenced by the recordation of a subdivision plat. Thereafter, the subdivided lots that satisfy the foregoing definition shall be Units and any remaining portion shall continue to be treated as a single Unit.

Article II

MEMBERSHIP AND VOTING RIGHTS

2.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board or the membership may promulgate for administering and enforcing the architectural standards and controls set forth in this declaration and in the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the articles and the laws of the State of Utah.

2.2 Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all Co-Owners shall share the privileges of such membership subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.3 and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an owner, which is not a natural person, may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

2.3 Voting. The Association shall have one class of membership; each owner of public record shall have one vote for each Unit owned. In any situation where there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-owners determine among themselves and notify the secretary of the Association in writing prior to the vote being taken. Absent such notice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

Article III

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

3.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, private streets, bridges, pathways, landscaping, furnishings, equipment, and other personal property of the association used in connection with the Common

Areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to this Declaration and the Bylaws and consistent with the Community-Wide Standard. The Common Area is defined and described in Exhibit "B" The Board is specifically authorized to retain or employ private management to assist in carrying out the association's responsibilities under this Declaration and the Bylaws. The cost of the foregoing shall be a Common Expense.

3.2 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the provisions of this Declaration and the Bylaws. The Declarant and its designees may convey to the Association improved or unimproved real estate, or interests in real estate, located within the real properties described in Exhibits "A" as well as personal property and leasehold and other property interests. Such property shall be accepted by Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, and, where rights for the general public may be provided for, for such benefit to the public, in each case subject to any easements (including without limitation, conservation easements) reserved, and to any restrictions set forth in the deed or other instrument transferring such property to the Association, and to the provisions of this Declaration, the Bylaws, and any rules of the Association.

3.3 Enforcement. The Association may impose sanctions for violations of this Declaration, any applicable supplemental Declaration, the Bylaws, or Association rules in accordance with procedures set forth in the Bylaws, including but not necessarily limited to reasonable monetary fines and suspension of the right to vote. In addition, in accordance with Article III of the Bylaws, the Association may exercise self-help to cure violations and may suspend any services it provides to the Unit of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the association. All remedies set forth in this Declaration and the bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration or of Association rules, if the Association prevails it shall be entitled to recover all costs, including, without limitation, reasonable attorneys fees and court costs incurred in such action.

3.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

3.5 Limitations on Liability; Indemnification. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual gross negligence or willful misfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the association and accordingly share therein). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action; and against all damages and expenses, including legal fees, reasonably

incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been a officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Utah law. The foregoing rights to indemnification shall not be exclusive of any other rights to which any present or former officer, director, of committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

3.6 Dedication of Common Areas. The association may dedicate portions of the Common Areas to local, state or federal governmental or Quasi-government entities subject to such approval as may be required by this Declaration, the Bylaws or Law.

3.7 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in anyway be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any failure or ineffectiveness of security measures undertaken. Each Owner acknowledges, *understands and covenants to inform its tenants and all occupants of its Unit that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each person using the properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.*

3.8 Association's Responsibility.

3.8.1 The Association shall maintain and keep in good repair the area of Common Responsibility, which may include, but need not be limited to:

3.8.2 Landscaping and signage within public rights-of-way or designated easements within the Properties, except to the extent that such responsibility is assigned to Owners under Section 5.2.

3.8.3 Any ponds, streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein; and

3.9 Owner's Responsibility. Each Owner shall maintain his or her Unit, all structures, parking areas, and other improvements comprising the Unit, and all land within public or private rights-of-way between such Owner's Unit and the paved roadway located adjacent to such Owner's Unit, in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration, any Supplemental Declaration or other covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in

accordance with section 8.6. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

3.10 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-wide Standard and all applicable covenants. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent to that it has been materially negligent in the performance of its maintenance responsibilities.

Article IV **INSURANCE AND CASUALTY LOSSES**

4.1 Association Insurance – Required Coverage. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect general liability insurance, including:

- (a) Directors and officers liability coverage;
- (b) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

4.2 Owners' Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the community-Wide Standard. The Owner shall pay all costs which are not covered by insurance proceeds.

Article V **ADDITIONAL COVENANTS AND EASEMENTS**

5.1 Additional Covenants and Easements. The Declarant may subject any portion of the Properties to additional covenants and easements by filing a Supplemental Declaration in the Public Records, concurrent with or after the annexation of the subject property, setting forth such additional covenants and easements. Any such Supplemental Declaration shall require the written consent of the owner(s) of the subject property, if

other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

5.2 Additional Owner Responsibility: In addition to all other terms and conditions contained within this Declaration of Covenants, Conditions and Restrictions, each owner shall be solely financially responsible to maintain all common improvements on or abutting their real property, including but not limited to sidewalks, driveways, curb and gutters, buried utilities and damaged landscaping. The owner shall also be responsible at all times to maintain their property in a clean and neat manner, which would include the removal of any trash, building materials or other material left on the property and to maintain landscaping. Should the homeowner/resident fail to maintain the property as enumerated in the CCRs, the homeowners association may after notice to the homeowner/resident of the infraction (see 5.3) complete all necessary work to maintain the property and hold the property owner responsible for payment of the charges incurred or levy a fine in an amount to be determined at the homeowners association discretion. The fine will not exceed the reasonable cost that would be expended to remedy the infraction plus costs.

5.3 NOTICE: The homeowners association shall give notice of non-compliance to the homeowner by posting on the property a form (a sample copy of form attached hereto) which sets forth the work or upkeep that needs to be performed and giving the homeowner five (5) days in which to rectify the problem which if not completed the homeowners association will complete and charge the homeowner for the expenses incurred or levy a fine in an amount to be determined by the homeowners association. If a fine or charges for work performed are not paid within ten (10) days the association may place a lien pursuant to sec. 6.3.

Article VI **ASSESSMENTS**

6.1 Creation of Assessments.

6.1.1 There is hereby created Annual General Assessments for Association expenses as the Board may specifically authorize from time to time. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments to the Association.

6.1.2 All assessments, together with interest (at a rate established by the Board, not to exceed 18% or the highest rate allowed by Utah law, if less than 18%) as computed from the date the delinquency first occurs, plus a late charge equal to the greater of \$20.00 or 5% of the principal amount past due, plus costs and reasonable attorneys fees, shall be a charge and continuing lien upon each Unit against which

the assessment is made until paid, as more particularly provided in Section 8.7. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments, which accrued prior to such acquisition of title.

6.1.3 The Association or its designee shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment

6.1.4 Assessments shall be paid in such manner and on such dates as the Board may establish. Unless the Board otherwise provides, the General Assessment shall be due and payable in advance on the first day of each fiscal year and shall be considered delinquent if not paid within the time specified by the Board. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. The Association shall have the right to reject partial payments of an unpaid assessment or other monetary obligation and demand the full payment thereof.

6.2 Computation of General Assessment.

6.2.1 At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses for the coming year.

6.2.2 General Assessments shall be levied equally on all Units and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses, including reserves.

6.2.3 So long as the Declarant owns any property subject to this Declaration, the Declarant may, but shall not be obligated to reduce the General Assessment for any fiscal year by payment of a subsidy, which may be treated as either a contribution, an advance against future assessments due from the Declarant.

6.2.4 The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by at least 75% of the total votes in the Association. There shall be no obligation to call a meeting to consider the budget unless the Members petition the Board as provided in the Bylaws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments. If the Board fails for any reason to determine the budget for any year, or the budget is

disapproved, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

6.3 Lien for Assessments and Non-Compliance fines and expenses; Remedies for Nonpayment,

6.3.1 The Association shall have a lien against each Unit to secure payment of delinquent assessments, non-compliance fines and expenses, as well as interest, late charges, and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the lines of all taxes, bonds, assessments, and other levies which by law would be superior, (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (c) the lien for assessments or other charges of the association. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

6.3.2 The sale or transfer of any Unit shall not affect the Homeowners Association lien or relieve such Unit from the lien for any subsequent delinquencies. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments or obligations due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments or obligation on such Unit due prior to such acquisition of title. Such unpaid assessments or obligations shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment including such acquirer, its successors and assigns.

6.4 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the first day of the first month following the conveyance of the Unit by the Declarant. The first annual General Assessment levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time the obligation for assessments commences on the Unit.

6.5 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

6.6 Exempt Property. The following property shall be exempt from payment of assessments:

- (a) All Common Area of the Association; and

(b) Any property dedicated to an accepted by a governmental authority or public utility (except that utility easements across Units shall not affect the Unit's liability for assessments).

Article VII
ARCHITECTURAL STANDARDS

7.1 General.

7.1.1 No structure shall be placed, erected, or installed upon any Unit, and no improvements (including staking, cleaning, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article. Any Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

7.1.2 All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect unless otherwise approved by the Architectural Review Committee.

7.1.3 This Article VII shall not apply to the activities of the Declarant or the Association.

7.1.4 This Article VII may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

7.2 Architectural Review Committee. Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by The Architectural Review Committee. All plans must be submitted to the *design committee for approval prior to a building permit being issued. Should construction begin on any dwelling, prior to approval from the design committee, a stop work order may be issued by the design committee, until plan approval has occurred.* The members of this committee need not be Members of the Association nor representatives of Members; and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Parry Farms Homeowners Association Board shall select members of the Architectural Review Committee or may at its discretion perform the functions of the Architectural Review Committee. The Architectural Review Committee may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any

application. Such fees may include the reasonable costs incurred by the committee in having any application reviewed by architects, engineers or other professionals.

7.3 Design Guidelines.

7.3.1 The Design Guidelines contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decision of the Committee(s) and compliance with the Design Guidelines does not guarantee approval of any application. All structures and improvements constructed upon a Unit shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans for such improvements are submitted to and approved by the appropriate Committee, unless the Parry Farms Homeowners Association Board has granted a variance in writing pursuant to Section 7.5. So long as the Board has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of or compliance with the Design Guidelines and this Declaration shall be final.

Number of dwellings

Only one dwelling may be constructed on any lot. No other habitable structure, shed, storage building or out building is permitted except for Barns on the Ranch Lots numbered lot numbers 336-353.

Dwelling Size

The minimum and Maximum Floor Area for dwellings in the subdivision is as follows:

<u>Lot Number</u>	<u>Minimum Sq. Ft.</u>	<u>Maximum Sq. Ft.</u>
Lots # 101-335	4000 Sq. Ft.	7000 Sq. Ft
Lots # 336-353	5500 Sq. Ft.	10,000 Sq. Ft.

Dwelling Height

<u>Lot Number</u>	<u>Maximum Height</u>
Lots # 101-335	33 feet above natural grade
Lots # 336-353	40 feet above natural grade

On Lots # 336-353 (Acre Lots) no ridgeline on a detached garage, barn, or outbuilding shall exceed 33 feet in height above finished grade.

On all lots, the intention of this Article is to prohibit the construction of simple, box-like Dwellings and to eliminate continuous or repetitive multi-story wall planes from the public view.

Roof Characteristics

Double-pitched roofs, hip roofs, and partial hip roofs are permitted. Shed roofs are only permitted on the Acre Lots #336-353 if they are smaller, secondary roof forms attached and terminating with their ridge or highest point in continuous contact with a major building form. Mansard roofs, A-frames, gambrel roofs (Including on barns), domes and curvilinear roof elements are prohibited in the subdivision. All roofs shall overhang exterior walls by a minimum of 16 inches. Roof pitches shall not be less than 7 in 12 pitch and no greater than 10 in 12 pitch. In the event that the pitch ratio creates a hardship on a homesite, the Architectural Review Committee shall have the right to approve a variance for this provision.

Roof Materials

Careful design should consider the visual impact of the roof materials, and minimize their visual contrast with the surrounding natural landscape. Roofing materials are classified as follows:

Permitted: Fire retardant wood shingles or medium shakes with no more than 10 inches to the weather.

Asphalt shingles weighing more than 270 pounds per 100 Sq. Ft.

Prohibited: Heavy hand split wood shakes
Glazed tile
Curved Tile
Synthetic Shingles or tile, including aluminum interlock shingles
Highly reflective metals
Roll and membrane roofing
Composition or tar and gravel roofing
Unfinished metals of copper, zinc, or steel

All roofing material shall be of an approved color.

Fascia: Fascia and roof trim shall be sized to be in scale with the roof building mass, and shall not be less than 10 inches wide and include a 2-step type style. The use of compound or build up trim adds detail to the roof element and is encouraged. Roof trim shall be finished in an approved color to match or mildly contrast with adjacent siding or roof material.

Roof Appurtenances: All vents, stacks, gutters, flashings, furnace flues, trim And metal work shall match the color of the surface to which it is attached or from which it projects. Skylights are permitted when mounted close to and consistent with the underlying roof pitch. Domed or barrel-vaulted skylights are prohibited. Solar collectors shall lie flat on the roof surfaces, with attention to minimizing glare and reflection to the Public View.

Chimneys: Chimneys must be constructed or enclosed by an approved siding material. No exposed metal flues are permitted.

Antennas: All antennas must be enclosed within the Dwelling. Any satellite dishes must be located and screened from the public view in a manner approved in advance by the Architectural Review Committee. Any exterior mounted satellite dish must not exceed 24 inches in diameter.

Siding: The materials that clad the exterior of the buildings shall be natural materials that blend with and are compatible with the natural landscape. There must be a minimum of 3 types of siding styles used on the front of the home, including stucco. An approved material, other than stucco, must be used on a minimum of 66% of the front of the home, excluding garages, as well as a minimum of 36 inches in height, beginning from the concrete level, of siding on both sides and the back of the home.

Permitted siding materials: Natural wood
Plaster, including stucco
Dri-vit and similar systems
Natural or cultured stone
Brick
Concrete based siding systems

Prohibited: Textured plywood
Particle Board
Vinyl siding
Aluminum Siding
Asphalt tiles
Metal Siding (Not including Soffit areas)

Colors and Finishes: All siding shall be finished, and in colors selected from the Approved Colors List. Highly contrasting trim is prohibited on any portion of the Dwelling visible from Public View. Trim may be finished to match or mildly contrast with any adjacent material.

Windows: Windows may be of wood, metal, wood clad, or vinyl. All windows must be a minimum of double-glazed.

Exterior Doors: Doors shall be finished in an Approved Color to match the trim or to mildly contrast with trim and siding.

Foundations: No foundation may be exposed for more than 10 inches above the finished grade. Foundations that extend above that height must be covered with an approved siding material.

Fences: Perimeter fencing shall not be permitted in the Subdivision except for such perimeter fencing as Declarant or the Association may install along Subdivision boundaries, including but not limited to fencing along canal boundaries. Interior fencing of any lot shall not extend beyond the front façade of the Dwelling at the point where the façade, if extended, would cross the side lot line. These fence restrictions shall not apply to the one-acre lots numbered 336-353. Fencing should be of the quality and construction as to enhance to visual aspects of the Lots, and must be constructed using tan vinyl fencing or approved equivalent. The Architectural Review Committee must approve all fencing. Chain link or wire fencing is strictly prohibited.

Garages: Each home must have a minimum of a 3-car garage.

Landscaping: Landscaping in the front yard of the home, must be completed within 60 days of residence being occupied, or as such time as weather permits.

7.3.2 Procedures.

No activities within the scope of Section 9.1 shall commence on any portion of the Properties until an application for approval of the proposed work has been submitted and approved by the Architectural Review Committee, as appropriate. Such application shall be in the form required by the committee having jurisdiction and shall include plans and specification ("Plans") showing the site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefore, and other features of proposed construction, as applicable. The Committee considering the application may require the submission of such additional information, as it deems necessary to consider any application.

7.3.3 In reviewing each submission, the Committee may consider (but shall not be restricted to consideration of) the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Decisions of the Committee may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as Committee members change over time.

7.3.4 In the event that the Architectural Review Committee fails to approve or disapprove, in writing, any application within twenty days after submission of all information and materials reasonably requested, the applicant may notify the appropriate Committee by certified mail, return receipt requested, at the address for such notices set forth in the current edition of the Design Guidelines, stating that no response has been received and that unless a written response is given at the address set forth in such notice within 15 days of the Committee's receipt of the Owner's notice, as evidenced by the return receipt, the application shall be deemed approved. A response shall be deemed to have been given when deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed to the applicant at the address stated in such applicant's notice, or upon receipt if given by any other means. However, no approval, whether expressly granted or deemed granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the Parry Farms Homeowners Association Board.

7.3.5 If construction does not commence on a project for which approval has been granted within 12 months of such approval, such approval shall be deemed withdrawn and void, and it shall be necessary for the Owner to re-submit the Plans for reconsideration. All work shall be completed within 20 months from commencement or such other period as the Committee may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the committee having jurisdiction or its designated agent.

7.4 No Waiver of Future Approvals. Approval of any proposals, plans and specifications, and/or drawings for any work done or proposed, and/or in connection with any other matter requiring approval, shall not be deemed to constitute a binding precedent, nor a waiver of the right to withhold approval as to any similar proposal, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

7.5 Variance. The Architectural Review Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations indicate to the Architectural Review Committee that a variance is appropriate, but only in accordance with duly adopted resolutions. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) stop the Architectural Review Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

7.6 Limitation of Liability. The standards and procedures established by this Article are intended to enhance the overall aesthetics of the Properties and shall not create any duty to any Person. The Architectural Review Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring the

appropriateness of soils, drainage and general site work. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the committees and their members shall be indemnified by the association as provided in Section 4.

7.7 Enforcement.

7.7.1 Any structure or improvement placed or made in violation of this Article or the Design Guidelines shall be deemed to be nonconforming, except to the extent that a variance has been granted pursuant to Section 7.5. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same conditions as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the affected Unit and collected as a Specific Assessment.

7.7.2 Unless otherwise specified in writing by the Committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify the application has been obtained. In the event that any person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the Bylaws to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and Owner thereof as a Specific Assessment.

7.7.3 Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Association, its officers, nor directors shall be held liable to any Person for exercising the rights granted by this paragraph.

7.7.4 In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

Article VIII USE RESTRICTIONS AND RULES

8.1 Plan of Development; Applicability; Effect. Declarant has established a general plan of development for the Properties with the intent to enhance the Owners' quality of life and

collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the subdivision community and to regulate and control the area of Common Responsibility. The Properties are subject to the land development, architectural, and design provisions set forth in Article VII, the other provisions of this Declaration governing individual conduct and uses of or actions upon the Properties, and the guidelines, rules and restrictions promulgated pursuant to this Declaration, all of which establish affirmative and negative covenants, easements, and restrictions on the land subject to this Declaration. These Use Restrictions are attached as Exhibit "D". All provisions of this Declaration and any Association rules shall apply to all Owners, occupants, tenants, guests and invitees of any Unit. Any lease on any Unit shall provide that the lessee and all occupants of the leased Unit shall be bound by the terms of this Declaration, the Bylaws, and the rules of the Association.

8.2 Use Restrictions: The following use restrictions shall apply:

(a) **Parking:** Parking of any vehicle within the front yard setback areas, motorized or not, such as trailers, boats, motor homes, or recreational vehicles, on any site overnight is prohibited. Inoperable or vehicles in the process of being restored are not allowed on the property but are only allowed inside garages.

(b) **Swimming Pools and Spas:** Above ground pools and inflatable "bubbles" are unacceptable. Spas and pool equipment must be kept from the public view as much as possible.

(c) **Exterior Maintenance** The maintenance of the exterior of each Unit, and the Lot on which it sits, shall be the responsibility of the owner. To maintain the visual appearance and value of the subdivision, it is essential that both the Dwelling and Landscaping be maintained in a manner that is consistent with the surrounding Dwellings. Each Unit owner shall keep the yard within the public view, neat and free from weeds.

If, in the opinion of the Association Board, any Unit is not in compliance with this clause, the Board shall provide written notice of non-compliance to the Owner, including a reasonable limit within which to correct the violation.

8.3 Enforcement. If an Owner fails to comply within this time period, the Board or its authorized agents may enter the lot and correct the violation at the expense of the Owner. Said expense shall be the sole responsibility of the Owner and shall be secured by a lien upon such lot.

8.3 Owner's Acknowledgment. All Owners and occupants of Units are, by recordation of this Declaration, given notice that use of their Units is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a recording a contract of sale, acknowledges and agrees that

the use and enjoyment and marketability of his or her Unit can be affected and that the Use Restrictions and Rules may change from time to time.

8.4 Rights of Owners. Except as may be specifically set forth in this Declaration (either initially or by amendment), neither the Board nor the Members may adopt any rule in violation of the following provisions:

(a) **Equal Treatment.** Similarly situated Owners and occupants shall be treated similarly.

(b) **Speech.** The rights of Owners and occupants to display political signs and symbols in or on their Units shall not be abridged, except that the Association may adopt time, place, and manner restrictions (including design criteria) for the purpose of minimizing damage and disturbance to other Owners and occupants of Units.

(c) **Religious and Holiday Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(d) **Household Composition.** No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the bases of the size and facilities of the Unit and its fair use of the Common Area.

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

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Units or rights to use the Common area to the detriment of any Owner over that Owner's objection expressed in writing to the Association from changing the Common Areas available; or from adopting generally applicable rules for use of Common Area; or from denying use privileges to those who abuse the Common Area, violate rules or this Declaration, or fail to pay assessments. This provision does not affect the right to increase the amount of assessments as provided in Article VIII.

(g) **Alienation.** No rule shall prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit; provided, the Association or the Board may require a minimum lease term of up to 6 months.

(h) **Reasonable Rights to Develop.** No rule or action by the Association or Board shall unreasonably impede the Declarant's right to develop the Properties.

(i) **Abridging Existing Rights.** If any rule would otherwise require Owners or occupants of Units to dispose of personal property which they maintained in or on the Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent unless the rule was in effect at the time such Owners or occupants acquired their interest in the Unit.

Article IX **EASEMENTS**

9.1 Easements for Utilities. Etc.

(a) There are hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit "A" of this Declaration, the Association, and the designees of each (which may include, without limitation, any governmental or quasi governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties (but not through a structure) to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, maintaining and operating: cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; wetlands and drainage systems; street lights and signage; and all utilities, including, but not limited to water, sewer, telephone, gas, and electricity, and utility meters; and for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes on recorded plat of the Properties. Declarant specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant, so long as the Declarant owns Any property described on Exhibit "A" of this Declaration, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A". Any damage to a Unit resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably

interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Article X **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Properties.

10.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- (b) Any delinquency in the payment of assessment or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or Bylaws relating to such Unit or the Owner or Occupant which is not cured within 60 days; or
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

10.2 No Priority. No provision of the Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

10.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Article XI **DECLARANT'S RIGHTS**

11.1 Any or all of the special rights and obligations of the Declarant set for the in this Declaration or the Bylaws may be transferred or assigned in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

11.2 The Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model homes, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

11.3 No person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

11.4 This Article may not be amended without the written consent of the Declarant.

11.5 The rights contained in this Article shall terminate upon the earlier of (a) 40 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article XII **GENERAL PROVISIONS**

12.1 Duration.

(a) Unless terminated as provided in Section 12.1 (b), this Declaration shall have perpetual duration. If Utah law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall have a term equal to the maximum period permitted and continue to run with the land throughout that term. Thereafter, this Declaration shall be automatically renewed and extended for successive renewal periods of 20 years each, unless terminated as provided herein.

(b) Unless otherwise provided by Utah law, in which case such law shall control, this Declaration may not be terminated within the first 20 years after the date of recording without the consent of all Unit Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least 75% of the total Units within the Properties and the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

12.2 **Amendment.** The Declarant may amend this Declaration if such amendment is specifically required to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the Units. Except as otherwise specifically provided above and elsewhere in this Declaration, this

Declaration may be amended only at a meeting duly called for that purpose by the affirmative vote or written consent, or any combination thereof, of Owners of not less than 75% of the total number of Units within the Properties. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. A procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

12.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

12.4 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of a majority of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens) and/or any rights or interests of the Association which directly or indirectly arise out of or relate to the provisions of this Declaration; (b) the imposition and collection of assessments as provided in Article VI; (c) proceedings involving challenges to assessments or taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. Nothing herein shall limit the Associations' right or authority to defend itself in any action commenced against it.

12.5 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with the provisions of any applicable Supplemental Declaration. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

12.6 Use of the Words "Parry Farms". No person shall use the words "Parry Farms" or any derivative in any printed or promotional material without the consent of the Association. However, Owners may use the words "Parry Farms" in printed or promotional matter where such terms are used solely to specify that particular property is located within the Parry Farms and the Association shall be entitled to use the words "Parry Farms" in its name.

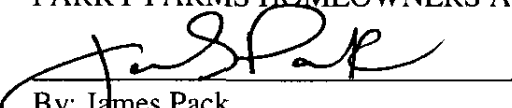
12.7 Compliance. Every Owner and occupant of any Unit shall comply with this Declaration, any applicable Supplemental Declaration, the Bylaws, and the Use Restrictions and Rules promulgated pursuant to Article VIII. Failure to comply shall be grounds for an action by the Association or, in a proper case, by an aggrieved Unit Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the association in Section 3.3.

12.8 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonable require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

12.9 Exhibits. Exhibits "A", "B", "C", "D" and "E" are attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 12.2.

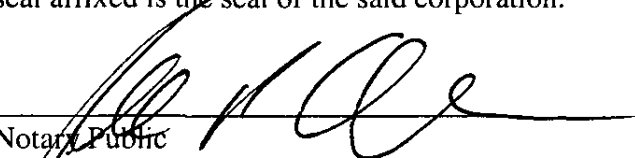
IN WITNESS WHEREOF, the undersigned Declarant, have executed this Declaration on the day and year first above written.

PARRY FARMS HOMEOWNERS ASSOCIATION, INC.


By: James Pack
President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 26 day of July, 2006 A.D., personally appeared before me Mike Sorensen, who being by me duly sworn, did say that he is the President, of PARRY FARMS HOMEOWNERS ASSOCIATION, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said James Pack duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.


Notary Public
My Commission Expires:

