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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PLYMOUTH AVENUE
TOWNHOMES**

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
PLYMOUTH AVENUE TOWNHOMES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLYMOUTH AVENUE TOWNHOMES (the "Declaration") is made as of January 27, 2010, by PLYMOUTH AVENUE PROPERTIES, LLC, a Utah limited liability company and PLYMOUTH AVENUE TOWNS HOMEOWNERS ASSOCIATION, INC., a Utah Corporation (the "Declarant").

RECITALS

A. Declarant owns fee simple title to that certain real property situated in Salt Lake County, Utah, described on Exhibit A attached hereto (the "Parcel");

B. Declarant desires to submit and encumber the Parcel, together with all buildings and improvements now or hereafter constructed on the Parcel, and all easements and rights appurtenant thereto to a creation of the Project (defined herein), originally consisting of forty-six (46) lots (as defined below, the "Lots") and town home units (as defined below, the "Units") to be constructed on the Lots, as well as all Common Areas (defined below) in the Project;

C. Declarant desires to establish a general plan for the improvement and development and management of the Property (defined below) as an attractive, exclusive residential development for the purpose of enhancing and protecting the desirability and attractiveness of the Property and the quality of life within the Property, and, in furtherance of that plan, to subject the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth;

D. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners or Occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein (collectively, the "Restrictions") which shall run with and be a burden upon the Property; and

NOW, THEREFORE, for good and valuable consideration, Declarant hereby submits the Property to and encumbers the Property by the provisions of this Declaration and declares, covenants and agrees that the Property and each part thereof shall be held, encumbered, occupied, built on and otherwise used, improved, maintained, leased, sold, occupied and otherwise transferred subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges, which shall: (i) attach to and run with the land, (ii) be binding on the Property and all owners, lessees and other parties having, acquiring or otherwise at any time possessing any right, title or interest in or to the Property or any part thereof, or the right to use or occupy the Property or any part thereof, (iii) inure to the benefit of said owners, lessees and other parties, and (v) be for the purpose of establishing a general plan for the improvement and development of the Property as an attractive and exclusive residential development.

NOW, THEREFORE, Declarant, as owner of the Parcel and for the purposes above set forth, declares as follows:

**ARTICLE 1
DEFINITIONS**

As used herein, unless the context otherwise requires:

1.1 "Act" shall mean the Community Association Act, Utah Code Ann. §§ 57-8a-1 et seq., as the same may be amended from time to time.

1.2 "Area of Common Responsibility" shall have the meaning ascribed to such term in Section 2.2(a) of this Declaration.

1.3 "Area of Personal Responsibility" shall have the meaning ascribed to such term in Section 2.2(b) of this Declaration.

1.4 "Articles" shall mean the Articles of Incorporation by which the Association is formed under the nonprofit corporation laws of the State of Utah.

1.5 "Assessments" shall mean the charges against Owners to defray the Common Expenses as well as miscellaneous special Assessments, special Assessments for capital improvements, and special Assessments, all as provided in this Declaration.

1.6 "Association" shall refer to the Plymouth Avenue Towns Homeowner's Association, whose membership shall include Declarant and each Owner of a Unit in the Project. The Association will be incorporated as a Utah nonprofit corporation prior to the conveyance of the first Unit in the Project by Declarant.

1.7 "Association Rules" shall mean and refer to the rules and regulations adopted by the Association pursuant to this Declaration and in furtherance of the Bylaws and the Act.

1.8 "Board" or "Board of Directors" shall mean the Board of Directors of the Association elected pursuant to the Bylaws and serving as the managing body of the Association.

1.9 "Building" shall mean any of the structures constructed in the Project which consist of one or more Units.

1.10 "Building Pad" shall mean that area of ground on which a Building can be located as shown on the Plat. If the Plat does not separately designate a Building Pad, the Building Pad shall be coextensive with the ground beneath a Building, excluding, however, setbacks which may be required by the terms of this Declaration or by appropriate governmental agencies.

1.11 "Bylaws" shall mean any bylaws or regulations adopted by the Association for the purpose of regulating the affairs of the Association, as the same may be amended from time to time.

1.12 "Common Areas" shall mean the common areas as provided on the Plat and that part of the Property that is not part of the Lots, including, but not limited to, the Private Roads, parking areas, sidewalks and other areas in the Project that are not part of the Lots, together with all improvements located thereon and all easements appurtenant thereto, including, without limitation, private utility lines, landscaping easements and personal property owned by the Association when the context so requires.

1.13 "Common Expenses" shall mean the estimated or budgeted and actual costs for: (a) the maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association; (b) deficiencies arising by reason of unpaid Assessments; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to its managers, accountants, attorneys and employees; (d) the establishment of reasonable reserves, including, without limitation, a working capital fund, in such categories, for such purposes and in such amounts as the Board shall deem appropriate in its discretion for the periodic maintenance, repair, and replacement of the Common Areas; (e) utilities for the Common Areas, if any, and all insurance premiums for the Common Areas, if any; and (f) other miscellaneous charges incurred by the Association or the Board in accordance with and pursuant to this Declaration, the Bylaws or Association Rules in furtherance of the purposes of the Association or in discharge of the duties and powers of the Association, including, without limitation, all expenses pertaining to the Association or its authorized representatives making inspections, removing or otherwise correcting violations of this Declaration, the Design Guidelines, and/or the Bylaws.

1.14 "Lender" shall mean a holder of a first mortgage or first deed of trust on a Unit.

1.15 "Lot" shall mean a separate physical part of the Property intended for independent use as shown on the Plat, including, when the context requires, the Unit constructed thereon, one or more rooms or spaces located on one or more floors or part of floors in a Building, the ground located underneath the Lot and the airspace above. All pipes, wires, conduits, or other utility lines or appliances within any Lot or Unit which serve exclusively an individual Lot and which are removable without compromising the integrity, soundness, safety or usefulness of the remainder of the Building within which the Lot or Unit is located shall be deemed to be part of the Lot.

1.16 "Occupant" shall mean a Person or Persons, other than an Owner, in possession of, or using a Unit, including, without limitation, family members, tenants, guests, or invitees.

1.17 "Owner" shall mean the Person or Persons who are vested with record title of a Lot, and whose interest in the Lot is held in fee simple, according to the records of the County Recorder of Salt Lake County, Utah; provided, however, "Owner" shall not include a Person who holds an interest in a Lot merely as security for the repayment or other performance of an obligation. Declarant shall be considered the record Owner of any and all Lots prior Declarant's initial conveyance of such Lots to third parties.

1.18 "Parcel" shall have the meaning ascribed to such term in Recital A of this Declaration.

1.19 "Person" shall mean a natural individual, corporation, estate, partnership, limited liability company, trustee, association, joint venture, government, governmental subdivision or agency or other legal entity capable of holding title to real property.

1.20 "Plat" refers to the original recording of the ABBY PARK PUD, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder and also means the recording of a final plat(s) or record of survey map of the Parcel(s) to be known as PLYMOUTH AVENUE TOWNHOMES PHASES 1 – 10, inclusive as prepared in accordance with applicable Utah law and recorded with the Salt Lake County, Recorder, a true and correct copy of which is attached hereto as Exhibit B. The term "Plat" shall also refer to any additional plat which may be recorded with any Supplemental Declaration. The Plat is hereby incorporated into, and made an integral part of, this Declaration.

1.21 "Private Roads" shall mean the undedicated private roads located in the Project and designated on the Plat as "Parramatta Lane, Canley Vale Lane, Canley Vale Court, and Prairiewood Drive" which shall be initially owned by the Declarant. Declarant may, at its option, convey to the Association title to the Private Roads, and upon such conveyance, the Association agrees to accept title thereto and agrees to perform such maintenance and other obligations required hereunder with respect to the Private Roads.

1.22 "Project" or "Property" shall mean the Parcels, together with all the buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto, subject to and encumbered by the plan and provisions contained in this Declaration.

1.23 "Restrictions" shall mean the covenants, conditions, assessments, easements, liens and restrictions set forth in this Declaration.

1.24 "Special Declarant Rights" shall mean all rights that Declarant reserves for itself in this Declaration, including, without limitation, the right to: (i) construct any improvements within the Project; (ii) maintain sales offices, models, and signs advertising the Project; (iii) exercise rights to easements upon the Common Areas for the purpose of making improvements or marketing Units within the Project; and (iii) appoint or remove any officer of the Association, member of the Board of Directors and member of the Architectural Committee prior to the Turnover Date (defined herein).

1.25 "Supplemental Declaration" shall mean a written instrument recorded in the records of the County Recorder of Salt Lake County, Utah, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

1.26 "Turnover Date" shall have the meaning ascribed to such term in Section 3.3 of this Declaration.

1.27 "Unit" shall mean any one of the separately numbered living units constructed on a Lot, as depicted and shown on the Plat.

1.28 "Visible from Neighboring Property" means: (i) an object located on any Lot and/or on or from any Unit that is or would be visible from any other Unit, from the Common Areas or

from any other property located adjacent to the Project to a person six feet tall, who is standing on any part of such other Lot, the Common Areas or such other adjacent property that is actually at the same elevation as the base of the object; or (ii) an object that Declarant or the Board otherwise reasonably determines, in their sole discretion, is located within 500 feet of any such Lot, portion of the Common Areas or adjacent property and is, in substantial part, more than six feet higher than the base of that object, and should be deemed to be "Visible From Neighboring Property" for the purposes set forth herein. This provision and this Declaration are not intended to grant a right of action to any Person or Persons that do not actually own and occupy a Unit in the Project.

ARTICLE 2 OPERATION OF COMMON AREAS; EASEMENTS

2.1 General Duties of the Association. The Association, or its duly delegated representative, shall:

- (a) Accept title to and own all Common Areas conveyed by the Declarant;
- (b) Maintain, repair, replace, operate, secure and otherwise manage the Common Areas;
- (c) Maintain, repair, replace, operate and otherwise manage all landscaping on the Common Areas of the Project, except as expressly set forth in Section 7.4 of this Declaration;
- (d) Place and maintain upon any Common Areas, such signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof, subject to the approval of the Board;
- (e) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments;
- (f) Secure and at all times maintain insurance coverage against loss or damage by fire and other hazards for the full cost of replacement for: (i) all Common Areas; and (ii) all Buildings that contain more than one Unit, including any improvement that is a permanent part of a Building. The insurance coverage shall be written in the name of the Board or Association or its managing agent, as trustee for each of the Owners in proportion to their respective share of Common Expenses. The premiums for the insurance required hereunder shall be a Common Expense payable by the Owners as provided in this Declaration. Nothing in this Section shall preclude or prohibit an Owner from obtaining additional insurance coverage on his or her Unit and/or Lot, provided that in the event any such insurance coverage conflicts with or is duplicative of any insurance coverage maintained by the Association, all such insurance coverage obtained by the Owner shall be primary and the Owner's rights with respect to the adjustment of claims made under any such policies shall be subrogated to, and shall become the right of, the Board. The insurance required of the Board and the Association hereunder for the Common Areas and such Buildings shall include and satisfy at least the following minimum requirements:

(i) Blanket property insurance using the standard "Special" or "All Risk" building form. Loss adjustment shall be based on replacement cost. For purposes of this sub-section, the term "casualty insurance" shall not mean or refer to earthquake or other special risks not included in the standard "planned unit development" casualty policy. This additional coverage may be added by the Board as it deems necessary in its best judgment and in its sole discretion.

(ii) A public liability policy covering the Common Area, all Buildings that contain more than one Unit, sewer laterals, including the backup of sewer laterals, the Association and the Owners for all damage or injury caused by the negligence of the Association, its managing agent or the Owners. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit with respect to bodily injury and property damage, a Two Million Dollar (\$2,000,000.00) limit per occurrence, if reasonably available, and a One Million Dollar (\$1,000,000.00) minimum property damage limit. If available, the policy shall be written on the comprehensive form and shall include non-owned and hired automobile liability protection.

(iii) A director's and officer's liability or errors and omissions policy, if reasonably available, with at least One Million Dollars (\$1,000,000.00) in coverage, covering the members of the Board.

(g) Ensure compliance with the terms of this Declaration and with applicable law;

(h) Employ a responsible corporation, partnership, firm, person or other entity as the management agent to manage and control the Common Areas as provided in Section 3.8 of this Declaration;

(i) Pay all electrical, water, gas and other utility charges or fees for services furnished to the Common Areas as the same become due and payable, if any; and

(j) Do all such other and further acts which the Board deems necessary to preserve and protect the Project and the Common Areas and the beauty of the Project, in accordance with the general purposes specified in this Declaration.

The Board shall determine, in its sole discretion, the appropriate maintenance of the Common Areas. If the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, licensees, lessees or invitees, the cost of such maintenance or repair shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of such amounts as provided in ARTICLE 5 of this Declaration for the collection of Assessments.

2.2 Maintenance Obligations.

(a) Maintenance Obligations of Association. Without limiting the generality of the Association's duties under Section 2.1 above, the Association shall maintain, replace and keep in a state of good repair the following items (collectively, the "Area of Common Responsibility"):

- (i) all Common Areas;
- (ii) all landscaping, trees, bushes, shrubs, planting beds, flower beds, grass and other plant life in the Common Area and public utility easements;
- (iii) all common water service and drainage facilities, if any;
- (iv) all common arterial sidewalks and walkways;
- (v) all walls and fences which serve as common walls or fences for the Project which separate any Lot or Building from Common Area, whether or not located on a Lot;
- (vi) all landscaping and irrigation systems in the Common Area;
- (vii) snow and ice removal from the Private Roads;
- (viii) all roofs and exterior surfaces of all Buildings and Units within the Project;
- (ix) all foundations, columns, girders, beams, supports and main walls in the Project;
- (x) all parking areas, whether or not lying within the public right of way or located on a Lot;
- (xi) all common utility services, such as power, gas, sewer and water, including the main gas line or lines running through the Buildings;
- (xii) all sewer laterals; and
- (xiii) any other item designated as a common responsibility or responsibility of the Association herein.

(b) Maintenance Obligations of Owners. Each Owner shall maintain, repair and replace such Owner's Lot, Unit and all other landscaping and physical improvements to the Lot that are not part of the Common Area of Responsibility (the "Area of Personal Responsibility"). This obligation includes, by way of illustration and not by way of limitation, all glass, windows, doors and door units, which shall be maintained and replaced in accordance with this Declaration and only with the prior written consent of the Board who is obligated to maintain the integrity of the original architectural design, uniformity of appearance, and quality of construction. Each Owner or Occupant shall keep his patio, balcony, deck, driveway and parking and storage spaces broom cleaned, tidy and uncluttered in accordance with the Association Rules adopted by the Board, and such areas of each Unit form a part of the Area of Personal Responsibility.

2.3 Association Rules. The Board may adopt and shall enforce Association Rules for the regulation and operation of the Common Areas and the Project.

2.4 Easements.

(a) Easements for Use of Private Roads. Subject to this Declaration and the Association Rules, non-exclusive easements for ingress and egress to and from each Unit by vehicular and pedestrian traffic upon, over and across the Private Roads are hereby reserved and created in favor of the Owners of the Units, their permitted Occupants and guests, which easements shall be appurtenant to and shall run with the land and pass with title to each of the Units and in no event shall be separated therefrom. The foregoing easement shall be further subject to and shall include the following:

(i) The right of Salt Lake County, Salt Lake City, and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across the Private Roads for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service, provided such access is limited to providing services that benefit the Property and the Owners; and

(ii) The right of the Declarant and the Association to dedicate or transfer all or any part of the utilities situated on or under the Private Roads, including any sewer, water and storm drain trunk lines, to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association and the Declarant.

(b) Easements to Association to Operate Common Areas. The Association, acting through the Board or its authorized agents, shall have non-exclusive easements on, over and under the Parcel, including, without limitation, the Lots, the Buildings and the Common Areas, to access the Common Areas at all times, to make inspections of and to remove or otherwise correct violations on the Common Areas and all facilities serving the Common Areas at all times, and to maintain, repair, replace or effectuate the operation of the Area of Common Responsibility at all reasonable times. The Association, acting through the Board or its authorized agent, shall have an exclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Areas for purposes necessary for the proper operation and maintenance of the Project and the Area of Common Responsibility.

(c) General Easements in Favor of Association to Units. The Association, acting through the Board or its authorized agent, shall have non-exclusive easements with the right of access to each Unit at all reasonable times to make inspections, to remove or otherwise correct violations, otherwise to perform its duties under this Declaration, the Bylaws, and the Association Rules or to enforce the Association Rules; provided, however, such rights shall be exercised in a reasonable manner and at reasonable times with prior notification, unless emergency situations demand immediate access. The Association, acting through the Board or its authorized agent, shall have a non-exclusive right to grant permits, licenses and easements upon, across, over, under and through the Lots and the Units for purposes necessary for the proper operation, maintenance and security of the Project and the Area of Common Responsibility; provided, however, such rights shall be exercised in a reasonable manner and at reasonable times with prior notification, unless emergency situations demand immediate access.

(d) Public Utilities. Easements and rights over the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunications cables, equipment and lines and such other public and private utilities needed, as determined in the Board reasonable discretion, to serve the Project are hereby reserved to Declarant and, after the Turnover Date, reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights shall not unreasonably interfere with the use of the Common Areas and the Units by the Owners, their Occupants or guests. Declarant or the Association shall have the power to grant and convey, in the name of all of the Owners, as their attorney-in-fact, to any other person easements and rights-of-way in, on, over or under the Project for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, power, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, gas lines or pipes, and any similar public or quasi-public improvements or facility necessary for the proper operation, maintenance and security of the Project and the Common Areas as the Declaration (prior to the Turnover Date) and later the Association (after the Turnover Date) shall reasonably determine, and each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association and Declarant (prior to the Turnover Date) as attorney-in-fact of such Owners to execute any and all instruments conveying or creating such easements or rights-of-way. However, no such easements can be granted if they would permanently interfere with the use, occupancy or enjoyment by any Owner or such Owner's Lot and Unit.

(e) Easements Shown on the Plat. The Project shall be subject to all utility, access, trail and other easements over the Project as shall be reserved in favor of such Persons as shown on the Plat or otherwise recorded by the Declarant against the Property in the official records of Salt Lake County.

(f) Development Easements for Declarant. Until all of the Property has been sold by Declarant, there are hereby reserved to Declarant, together with the right to grant and transfer the same to others, including Declarant's sales agents, representatives and assigns, easements and rights of way upon, across, over, under and through the Project for the construction, display, maintenance, sales and exhibit purposes (including the use of signs and other advertising devices) in connection with the erection, remodeling and sale or lease of improvements within the Project; provided, however, that no such use by Declarant or its agents shall otherwise restrict Owners or Occupants in the reasonable use and enjoyment of their Units and the Common Areas.

(g) HVAC Easement. Each Unit (a "**Burdened Unit**") may contain an area in which certain HVAC equipment, lines, utilities, and related systems and components are located (the "**HVAC Area**") but which serve a different Unit (the "**Benefitted Unit**"). An easement is hereby created in favor of and appurtenant to the Benefitted Unit over and upon the HVAC Area on the Burdened Unit for the installation, operation, maintenance, repair, and replacement of the facilities located within or otherwise serving the HVAC Area, together with the right, in favor of the Benefitted Unit to which such HVAC Area is appurtenant, to access the Burdened Unit for the foregoing purposes if access is not otherwise reasonably available from the Common Areas. Notwithstanding anything contained in this Declaration to the contrary, the Owner of the Benefitted Unit shall, at such Owner's expense, maintain and repair the HVAC Area appurtenant

to that Benefitted Unit, and any systems and components associated therewith, in the same condition as if such HVAC Area constituted a part of the Benefitted Unit. If the Owner of a Benefitted Unit fails to perform such maintenance, the Association may perform such maintenance on such Owner's behalf, the costs and expenses of which shall constitute special Assessments.

2.5 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to Association for any damage to the Common Areas that may be sustained by reason of the negligence of that Owner or such Owner's family members, tenants, guests or invitees or by reason of such Owner's refusal to comply with the provisions of this Declaration or the Association Rules.

ARTICLE 3 MANAGEMENT

3.1 Association. The Association will serve as the governing body for all Owners and shall make provisions for the maintenance, repair, replacement, administration and operation of the Area of Common Responsibility and other matters as provided in this Declaration and the Act. The Association shall have all rights and powers granted to it under the Act and in this Declaration.

3.2 Membership. Membership in the Association shall at all times consist exclusively of the Owners, and each Owner shall, by taking title to or possession or occupancy of any Lot, immediately and automatically become a member of the Association. Such membership shall automatically terminate when he ceases to be an Owner. Membership in the Association shall be mandatory for all Owners, shall be appurtenant to the Lot or Lots in which the Owner has the necessary ownership interest, and shall not be separated from the Lot to which it appertains. Upon the transfer of an ownership interest in a Lot, the succeeding Owner thereof shall likewise automatically and immediately succeed to such membership in the Association.

3.3 Voting. The Association shall have the following two (2) classes of voting membership and rights:

Class A. Class A Members shall be all Owners (including the Declarant, after the Turnover Date). Class A Members shall be entitled to one (1) vote for each Lot owned. Fractional votes shall not be allowed.

Class B. The Class B Member shall be the Declarant. Declarant, as the Class B Member, shall have the exclusive right to control the Association and the exclusive right to (either directly or through a person designated by the Declarant) elect, appoint and remove the members of the Board and the officers of the Association until the date of the conveyance by Declarant of the last Lot owned by Declarant on the date hereof (the "Turnover Date"). The special control rights of the Declarant, as Class B Member, shall cease and terminate upon the Turnover Date. Upon the Turnover Date, the Declarant shall retain the voting rights of Class A Members, even though the special voting and control rights of the Class B Member have ceased and terminated. The Declarant may voluntarily surrender the right to elect, appoint and remove the members of the Board and the officers of the Association prior to the Turnover Date, but, in that event, the Declarant may, as a condition to such surrender of rights, require that specified actions of the

Association or the Board be taken prior to the Turnover Date, as described in a recorded instrument executed by Declarant. Upon the Turnover Date, the process of transferring control of the Association from the Declarant to the Owners shall commence and be completed within a reasonable period of time. This process shall include the Owners' election of new members of the Board of Directors and shall be considered completed on the date of a meeting of the Board of Directors elected by the Owners. The Owners' election of the new members of the Board of Directors may be conducted at a regular or special meeting of the Association or by a mailed balloting procedure, within thirty (30) days following the Turnover Date.

3.4 Board of Directors. The governing body of the Association shall be the Board of Directors. Cumulative voting shall apply for the purpose of electing members of the Board. The Board shall consist of not less than three (3) members and not more than five (5) members, except as otherwise required by applicable law. Except as otherwise expressly provided in this Declaration, the Board shall act in all instances on behalf of the Association.

3.5 Qualification of Directors. Except for Board members elected or appointed by Declarant prior to the Turnover Date or thereafter if the Declarant retains enough Class A voting rights to elects members of the Board, each Director shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership, limited liability company, or trust, a Director may be an officer, partner, member, manager, trustee or beneficiary of such Owner) and shall actually occupy a Unit. If a Director shall cease to meet such qualifications during his term, he will thereupon cease to be a Director and his place on the Board shall be deemed vacant.

3.6 Action by Owners. Except as specifically provided herein, the Board may not act on behalf of the Association to amend or terminate this Declaration, to elect members of the Board (except in filling vacancies in its membership for the unexpired portion of any term), or to determine the qualifications, powers and duties or terms of the members of the Board of Directors.

3.7 Non-Liability of Officials. To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence if such Board member or officer acted in good faith within the scope of his or their duties.

3.8 Managing Agent. The Board may contract with a professional management agent to assist the Board in the management and operation of the Common Areas and may delegate such of its powers and duties to the management agent as it deems appropriate; provided, however, that only the Board shall have the right to approve Association budgets, to impose a special Assessment and to authorize foreclosure of an Assessment lien. The compensation of such management agent shall be determined by the Board subject to the terms and conditions of this Declaration. Any agreement appointing a management agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof. The management agent may be an independent contractor and not an agent or employee of the Association.

**ARTICLE 4
COVENANT FOR ASSESSMENTS**

4.1 Creation of Lien and Personal Obligation for Assessments. Each Owner, including Declarant to the extent Declarant is an Owner of any Lot, by acceptance of a deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree to pay to the Association such Assessments to be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, collection charges, attorneys' fees, court costs and other costs of collection as hereinafter provided, shall be secured by a continuing lien upon the Lot against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such lot at the time the Assessment becomes due. The personal obligation shall not pass to the successor in title of an Owner unless expressly assumed by such successor.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the Owners, the management, maintenance, care, repair, security and replacement of the Project and the Common Areas, or in furtherance of any other duty or power of the Association.

4.3 Regular Assessments. The Board is expressly authorized to adopt and amend budgets from time to time for the purposes set forth in this Declaration. The Board may, but is not required to, send a written summary of the budget to all Owners within thirty (30) days after the adoption of the proposed budget. The Board shall at that time determine the amount of the regular Assessment to be paid by each Owner. Each Owner shall thereafter pay to the Association his regular Assessment in equal monthly installments on the first day of each month. In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of the regular Assessment against each Owner, and the date or dates when due. The Owners shall have no right to object to or ratify any budget, or amendment thereof, adopted by the Board.

4.4 Capital Improvement Assessments. In addition to regular Assessments, the Board may levy in any fiscal year a capital improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement upon or to the Common Areas and/or Area of Common Responsibility; provided, however, that all capital improvement Assessments shall be governed by and subject to the following provisions:

(a) Board Discretion/Expenditure Limit. Any capital improvement to the Project that is anticipated or budgeted to cost ten percent (10%) or less than the total of the annual Association budget then in effect, and which does not alter the fundamental nature of the Project, may be authorized by the Board alone without a vote or approval of the Owners and members of the Association.

(b) Expenditure Limit With Consent of Owners. Any capital improvement, the cost of which is anticipated to exceed ten percent (10%) of the total of the annual Association budget then in effect, must, prior to the commencement of construction, be authorized by at least a majority of the votes of the Association.

(c) Improvements Changing the Fundamental Nature of the Project. Any capital improvement that would alter the fundamental nature of the Project must, regardless of its cost and prior to commencement of any construction, be authorized by at least sixty-seven percent (67%) of the votes of the Association.

4.5 Owners' Share of Assessments. Except as otherwise provided herein, all Assessments (other than special Assessments) shall be fixed based on the amount of Common Expenses divided by forty-six (46), unless the number of Lots changes in accordance here with or with applicable law, in which event the denominator of any such calculation shall be the total number of Lots in the Project

4.6 Rules Regarding Billing and Collection Procedures. The Board shall have the right and responsibility to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of regular and special Assessments, provided that said procedures are not inconsistent with the provisions hereof.

4.7 Special Assessments. Special Assessments shall be levied by the Board against a Lot and its Owner to reimburse the Association for costs incurred in bringing an Owner into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association.

4.8 Date of Commencement of Assessments. Regular and other Assessments as to Lots within the Project shall commence on the first day of the month following the sale and conveyance of the first Lot by Declarant to an Owner other than the Declarant. Thereafter, regular and other Assessments shall commence as to newly sold and conveyed Lots on the first day of the month following the sale and conveyance of each respective Lot. Until the Association makes an Assessment, the Declarant shall pay all Common Expenses of the Association. Declarant shall be obligated to pay to the Association any deficiencies in monies available to pay Common Expenses due to the Declarant not having paid an Assessment on unsold Lots and which are necessary for the Association to be able to pay all Common Expenses in a timely manner. Notwithstanding the above, all Lots, including unsold Lots, shall be allocated full Assessments on the first day of the month following the sale and conveyance of the first Lot by Declarant to an Owner.

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

4.10 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency.

4.11 Homestead Waiver. Each Owner, to the extent permitted by applicable law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah or any other applicable law now in effect, or in effect from time to time hereafter.

ARTICLE 5 EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES

5.1 Due Date and Delinquency. The first day of each month shall be the Assessment due date for that month. Any Assessment which is not paid within thirty (30) days after it becomes due shall be delinquent. Whenever an Assessment is delinquent, the Board may at its option invoke any or all of the sanctions provided for herein and all others available under applicable law.

5.2 Collection Charge; Interest. If any Assessment is delinquent, the Owner shall be obligated to pay the collection charge then provided for in the Bylaws or the Association Rules. The amount of such collection charge until paid shall constitute part of the Assessment lien as provided for in Section 4.1 of this Declaration. If any Assessment is delinquent, interest at the rate of eighteen percent (18%) per annum shall be assessed on the amount owing from the date due until such time as it is paid, which interest amount shall constitute part of the Assessment lien as provided for in Section 4.1 of this Declaration.

5.3 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay same or may foreclose the Assessment lien; provided, however, that the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise the other. The Association may also proceed as authorized in the Act to enforce the lien securing the Assessments. The costs of preparing and filing the complaint shall be assessed against the delinquent Owner and his Lot and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and/or collection charges, if appropriate) in the event that a judgment is obtained by the Association. Each Owner vests in the Association or its assigns the right and power to bring actions at law and/or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

5.4 Foreclosure Sale. Any foreclosure sale provided for in this Declaration and in the Act is to be conducted in accordance with applicable provisions relating to the foreclosure of realty mortgages or deeds of trust in the State of Utah. The Association, upon approval by a majority of the votes of the Association, may through its duly authorized agents have and exercise the power to bid on the Lot at the foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit.

5.5 Suspension of Votes. The Board may suspend the obligated Owner's right to vote on any matter at regular or special meetings of the Association for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration remains delinquent.

ARTICLE 6
SPECIAL DECLARANT RIGHTS

6.1 Improvements. Declarant hereby reserves for itself, its successors and assigns the right, but is not obligated, to construct: (a) any improvements shown on the Plat, as amended or supplemented from time to time; and (b) any other improvements that Declarant desires to construct on the Parcel.

6.2 Development Rights. Declarant hereby reserves for itself, its successors and assigns the right to create easements as described in Section 2.4 and this ARTICLE 6 of this Declaration.

6.3 Marketing. Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Lots owned or to be owned by Declarant:

(a) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or signs, banners, or similar devices at any place or places on the Parcel.

(b) Declarant shall have the right from time to time to locate or relocate any signs, banners, or similar devices. Within a reasonable period after the date of the sale of the last Lot owned by the Declarant, Declarant shall remove from the Project any signs, banners, or similar devices and any separate structure or facility which was placed on a portion of the Parcel for the purpose of aiding Declarant's sales efforts.

6.4 Exercising Special Declarant Rights. Declarant may exercise its Special Declarant Rights at any time prior to the Turnover Date. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special Declarant Right with respect to any portion of the Parcel or the Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Parcel. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this ARTICLE 6 and any other right reserved to Declarant in this Declaration, without the consent of the Association or any of the Owners.

6.5 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rule or Regulation that interferes with or diminishes any Special Declarant Right, without Declarant's prior written consent. Any action taken in violation of this Section 6.5 shall be void and have no force or effect.

6.6 Development Easements for Declarant and Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection, construction or maintenance by the Declarant, or its duly authorized agents, or by developers on portions of the Property designated and approved by the Declarant, of structures, improvements, sales offices, model units or signs necessary or convenient to the development or sale of property within the Property. Until the Turnover Date, there are hereby reserved to the Declarant, together with the

right to grant and transfer the same to others, including Declarant's sales agents, representatives and assigns, easements and rights upon, across, over, under and through the Property for construction, display, maintenance, sales and exhibit purposes (including the use of signs and other advertising devices) in connection with the erection, remodeling and sale or lease of the Lots within the Project; provided, however, that no such use by Declarant or its agents shall otherwise restrict Owners in the reasonable use and enjoyment of their Lots or Units. The Declarant may designate certain Units as sales or administrative offices, and the Declarant shall have the right to transfer the designation of a sales and administrative office from one Unit to another within the Property.

ARTICLE 7 MAINTENANCE; USE RESTRICTIONS

7.1 Use of Units. All Units are restricted to use as single-family residential housing, and no more than one family (including its servants and transient guests) shall occupy such Unit; provided, however, that a portion of a Unit can be used to conduct a business or profession only if: (a) such use is approved by all appropriate governmental and quasi-governmental bodies having jurisdiction over such matters; (b) such use is approved by the Board, which the Board may approve or deny in its sole discretion; (c) such use is of a type traditionally conducted in a single-family residence; and (d) such use is ancillary to the primary use as a single-family residence. Except as expressly set forth herein, under no circumstances shall a Unit be used for other than a single-family residence. No Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Unit or the Common Areas, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

7.2 Maintenance of Units; Generally. Each Unit shall be maintained by the Owner thereof in accordance with Section 2.2(b) of this Declaration and in such condition as does not detract from the attractive appearance of the Project and as does not affect adversely the value or use of any other Lot or the Common Areas. The Association shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners. Each Owner, and not the Association, shall be responsible to pay for utility services (including, without limitation, both hookup and installation fees and periodic charges) which are separately charged, billed, and/or metered to such Owner's Lot by governmental or quasi-governmental authorities or by public or private utility companies. Each Owner shall ensure that all such utility meters are accessible at all times and shall not in any way block access to the same.

7.3 Maintenance of Exterior of Units. As provided in Section 2.2(a) of this Declaration, the Association shall be solely responsible to maintain and repair the exterior of all Buildings in the Project, including roofs, walls and foundations, and keeping the same in good condition and repair. The costs associated with such maintenance and repair shall be Common Expenses payable by the Owners as Assessments.

7.4 Maintenance of Units and Landscaping. Each Owner acknowledges and agrees that the Association shall be solely responsible for the installation and maintenance of landscaping on the Common Areas of the Project, and, except as expressly provided herein, no Owner shall have the right to install or maintain any such landscaping even if located within the

boundaries of such Owner's Lot; provided, however, that Owners may, at their sole cost and expense, plant annuals near or around their Lots at locations provided for the same or otherwise approved by the Board, and such Owners shall be solely responsible for the maintenance of the same.

7.5 Storage/Accessory Buildings. No storage, utility, or accessory buildings may be constructed or altered in the Project by an Owner.

7.6 Antennae/Satellite Dishes. No television, radio, or like antennas, disks or dishes shall be permitted, except as specifically authorized by the Board.

7.7 Mailboxes. Mailboxes shall be provided by Declarant subject to the approval of the United States Post Office, but shall thereafter be maintained by the Association.

7.8 Driveway, Entry, Deck, Patio and Balcony. The Board may adopt reasonable Association Rules to regulate and control the appearance and use of driveways, entries, decks, patios, and balconies within the Project.

7.9 Lighting. Any outdoor lighting shall be so arranged as to reflect light away from adjacent Units and away from the vision of passing motorists and shall not in any event include mercury vapor lights.

7.10 Mechanical Equipment. No swamp coolers shall be allowed. All air conditioning, heating equipment, and soft water tanks must be located exclusively inside a Unit so as not to be Visible from Neighboring Property, and shall be insulated for sound attenuation. Air conditioning units are subject to the approval of the Board and are not permitted on roofs or through windows.

7.11 Gas and Electric Meters. Meter locations are to be designed into the architecture of the Lots and screened from view. Owners must ensure that such meters are accessible at all times to appropriate governmental or utility companies and shall not in any way block access to such meters.

7.12 Site Grading and Drainage. Neither the Owner nor any person or persons claiming under an Owner shall or will at any time raise or otherwise change the height of grade of any property within the Project. No Owner may interfere with the established drainage pattern over any part of the Project. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Project by Declarant is completed or which is shown on any plans of Declarant.

7.13 Pets. No horse, cow, pig, sheep, goat or other animal, bird, fowl, poultry or livestock of any kind shall be maintained on or in any Unit. Only household pets shall be kept or allowed in a Unit, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes ("Permitted Pet"). No Permitted Pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of a Permitted Pet shall be maintained so as to be Visible From Neighboring Property, unless approved in advance, in writing, by the Board. Upon the written request of any

Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal, bird, fowl, poultry, or livestock is a generally recognized house or yard pet, whether such a pet is a nuisance, and whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be conclusive and shall be enforceable in the same manner as other restrictions contained herein.

7.14 Window Coverings. Each Unit shall have window coverings. Only curtains, drapes, shades, shutters, and blinds may be installed as window coverings, and all such window coverings shall be approved in advance by the Board. No aluminum foil, newspapers, reflective film coatings, sheets, bedspreads, or any other similar materials may be used to cover the exterior windows of any Unit. Sun shades are not allowed on the exterior of any Building or Unit.

7.15 Insurance. No use shall be made of any Unit which shall cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage, and such policies shall include (a) coverage for the contents of each Unit and/or Lot; and (b) owner liability coverage. In addition, each Owner shall be liable, and shall obtain insurance coverage, for any and all damage to any Unit, Lot, Common Areas, and any and all other portions of the Project resulting from the acts or omissions of such Owner or such Owner's guests, licensees, invitees, contractors, employees, or agents. Any repairs or replacements resulting from the foregoing shall be made by the Association, and all costs and expenses associated therewith shall constitute special Assessments, which shall be paid by such Owner immediately upon demand.

7.16 Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lot, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Unit shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Units. Without limiting any of the foregoing, no exterior speakers, horns whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on or in Units.

7.17 Unsightly Articles. No unsightly articles shall be permitted to remain in or on a Lot or Unit so as to be visible from any other Unit or the Common Areas. No metals, bulk materials or scrap, or refuse or trash shall be kept, stored or allowed to accumulate in or on any Lot or Unit.

7.18 Right of Entry. During reasonable hours, any member of the Board, or any officer or authorized representative of the Board, shall have the right to enter upon and inspect any Building or Unit, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the Association Rules have been or are being complied with.

7.19 Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on any Lot or Unit except:

- (a) Signs required by legal proceedings;
- (b) Identification signs for individual Units which have been approved by the

(c) Board;

(d) Signs (including "for sale" and "for lease" signs) the nature, number, and location of which have been approved in advance and in writing by the Board;

(e) Such other signs, which are in conformance with the requirements of Salt Lake County, Salt Lake City or the applicable municipality and which have been approved in writing by the Board as to size, colors, design, message content and location.

7.20 Trash Containers and Collection. The Association shall arrange for garbage pick up and removal. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Architectural Committee. Such containers shall not be Visible From Neighboring Property except to make them available for collection and then only for the shortest time necessary to effect such collection. Each Owner must at all times and at his expense provide garbage cans and plastic liners therefor.

7.21 Vehicles; Parking. All motor vehicles shall be parked either in a garage or driveway. No vehicles shall be parked in the Private Roads or public roads, if any, within the Project for more than twenty-four (24) hours. No boats, trailers, large trucks or commercial vehicles belonging to Owners or other Occupants of the Property shall be Visible from Neighboring Property or the Private Roads, and Owners shall use reasonable efforts to conceal all such vehicles. The Association may adopt Association Rules relating to the admission and temporary parking of vehicles within the Project, including, without limitation, the right to remove or cause to be removed any vehicles that are improperly parked, restrictions on the time visitor spaces may be used, and the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such rules. Any charges so assessed shall be special Assessments.

7.22 No Repairs. No repairs of any machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made upon or within the Project, except emergency repairs to vehicles.

7.23 Temporary Structures. No structure or building of a temporary character, including a tent or shack, shall be placed within the Project or used therein unless the same and its proposed use are approved by the Board. Nothing included herein shall be construed as preventing Declarant from using temporary structures or trailers for construction and/or sales purposes or engaging in all forms of construction and sales activities within the Project.

7.24 External Laundering. Unless otherwise permitted by the Board, external laundering and drying of clothing and other items is prohibited.

7.25 No Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

7.26 Leases. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter in this Section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the Lease commences. No Owner may grant a lease, license agreement, or other occupancy agreement for less than thirty (30) days. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and the Association Rules. Said lease shall further provide that any failure by the Occupant thereunder to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and be binding upon the Owner and Occupant by virtue of their inclusion in this Declaration. Any Owner who shall lease a Unit shall be responsible for assuring compliance by the Occupant with this Declaration, the Bylaws and the Association Rules. Failure by an Owner to take legal action, including the institution of a forcible entry and detainer proceeding against such Owner's Occupant who is in violation of this Declaration, the Bylaws or the Association Rules within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Association, through the Board, to take any and all such action including the institution of proceedings in forcible entry and detainer on behalf of such Owner against the Occupant. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Occupant for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefor shall entitle the Board to levy a special Assessment against such Owner and the Owner's Unit for all such expenses incurred by the Association. In the event such special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof.

7.27 Access to and from Private Roads. Neither the Association nor any Owner may construct or install or cause to be constructed or installed any security gates or other restriction of access to and between the Private Roads, Plymouth Avenue and West Temple Street.

7.28 No Subdivision of Lots or Further Restriction. No Lots or Unit shall be split, subdivided, or separated into two or more Lots or parcels, and no Owner of a Lot or Unit shall sell or lease less than all of the Lot. An Owner of two (2) or more adjacent Lots may not combine those Lots to make a single Lot without the Board's prior written approval, which the Board may grant or withhold in its sole discretion. Other than the Plat and this Declaration, no subdivision plat or further covenants, conditions, or restrictions shall be recorded by any Owner or other person with respect to any Lot unless the Board has first approved the plat or the proposed covenants, conditions, or restrictions, such approval to be evidenced by the Association's signature on the final recorded plat or instrument imposing the covenants, conditions, or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section shall be absolutely null and void. The Board's review shall be for the purpose of assuring, in the sole and absolute discretion of the Board, that the plat or covenants, conditions, and restrictions are consistent and compatible with the overall plan of development of the Project. However, in no event shall the approval of the Board of any plat or covenant, condition, or restriction be deemed an abandonment or waiver of any provision of this Declaration. The

provisions of this Declaration shall be and remain superior to any such plat or covenant, conditions, or restriction.

7.29 Association Rules. The Association shall have the power to adopt and enforce reasonable Association Rules with respect to activities which may be conducted on any part of the Project. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate such Association Rules shall be conclusive unless, at a regular or special meeting of the Association, Owners representing a majority of the votes of the Association vote to the contrary.

7.30 Variances. The Board may, at its option and in extenuating circumstances, grant variances from the Restrictions set forth in this ARTICLE 7 if the Board determines in its sole discretion: (a) either: (i) that a Restriction would create an unreasonable hardship or burden on an Owner or Occupant; or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete; and (b) that the activity permitted under the variance will not have any substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project.

7.31 Exception for Declarant. Notwithstanding the restrictions contained in this ARTICLE 7, until the Turnover Date, Declarant shall have the right to use any Lot or Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Units owned by the Declarant.

ARTICLE 8 GENERAL PROVISIONS

8.1 Enforcement. The Declarant, the Board, or any Owner shall have the right to enforce, by proceedings at law or in equity, all Restrictions and other provisions now or hereafter imposed by this Declaration, or any amendments thereto, including the right to prevent the violation of any such Restrictions, and the right to recover damages and other sums for such violation. The Declarant, the Board, or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws and Association Rules and any respective amendments thereto.

8.2 No Waiver. Failure by the Association, the Declarant, or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or Association Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

8.3 Cumulative Remedies. All rights, options and remedies of Declarant, the Association, or the Owners under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

8.4 Lenders' Rights.

(a) Priority of Lenders. No breach of the Restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any Lender made in good faith and for value encumbering any Lot, but all of said Restrictions shall be binding upon and effective against any Owner whose title to a Lot is derived through foreclosure or trustee's sale, or otherwise.

(b) Relationship with Assessment Liens.

(i) The lien provided for in Section 4.1 for the payment of Assessments shall be subordinate to the lien of any Lender which was recorded prior to the date any such Assessment becomes due.

(ii) If any Lot which is subject to a monetary lien created by this Declaration is also subject to the lien of a Lender, then: (A) the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such Lender; and (B) the foreclosure of the lien of a Lender or the sale under a power of sale included in a mortgage or deed of trust shall not operate to affect or impair the lien hereof, except that any Person who obtains an interest thereafter shall take title free of any lien created by this Declaration for any Assessments which became due after the recordation of the mortgage or deed of trust, or any personal obligation for such charges, but such Person shall remain subject to the lien hereof for all charges that shall accrue subsequent to such foreclosure.

(iii) Without limiting the provisions of subsection (ii) of this Section 8.4, any Lender who obtains title to a Lot by reason of any foreclosure, or deed or assignment in lieu of foreclosure, or any Person who obtains title at a private or judicial foreclosure sale, shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrued prior to the time such Lender or purchaser takes title to such Lot, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Lots within the Project.

(iv) Nothing in this Section 8.4 shall be construed as releasing any Person from his personal obligation to pay for any Assessments levied pursuant to this Declaration during the period such Person is an Owner.

8.5 Severability. Invalidation of any one or a portion of the Restrictions or provisions set forth in this Declaration or in the Bylaws or Association Rules by judgment or court order shall in no way affect any other Restrictions or provisions contained herein or therein which shall remain in full force and effect.

8.6 Covenants to Run with the Land; Term. The Restrictions and other provisions of this Declaration shall run with and bind the Property as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of seventy (70) years from the date this Declaration is recorded, after which time the Restrictions and other provisions shall be automatically extended for successive periods of ten

(10) years, unless an instrument, signed and acknowledged by Owners of not less than sixty-seven percent (67%) of the votes of the Association and their Lenders, has been recorded prior to the end of any such period agreeing to change or revoke the Restrictions and other provisions of this Declaration in whole or in part.

8.7 Construction. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

8.8 Nuisance. The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or Association Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

8.9 Attorneys' Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws or Association Rules, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

8.10 Notices. Any notice to be given to an Owner, or the Association under the provisions of this Declaration shall be in writing and shall be delivered as follows:

(a) Notice to an Owner shall be delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, or to any Lender or Lenders, to the address or addresses for the giving of notice pursuant to this Section, shall be deemed conclusive proof of such mailing.

(b) Notice to the Association shall be delivered by registered or certified United States mail, postage prepaid, addressed to the office of the statutory agent of the Association, or as follows:

Plymouth Avenue Towns Homeowners' Association
Attn: Lynn Bowler
3750 South West Temple
Salt Lake City, Utah 84115

After the Turnover Date, the notice address of the Association may be changed by delivery by the Board of a written notice of the new address to each of the Owners as provided in this Section 8.10.

8.11 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration and Declarant makes no representations or warranties, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. Declarant shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws or Association Rules are determined to be unenforceable in whole or in part or under certain circumstances.

8.12 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant, other Owners or the Association, such personal covenant shall terminate and be of no further force or effect from and after the date when a Person ceases to be an Owner except to the extent this Declaration provides for personal liability with respect to the Assessments incurred during the period a Person is an Owner.

8.13 Notification of Sale and Transfer Fee. Concurrently with the consummation of the sale or other transfer of any Lot, or within fourteen (14) days after the date of such transfer, the transferee shall notify the Association in writing of such transfer and shall accompany such written notice with any nonrefundable transfer fee payable pursuant to the Association Rules, to cover Association documentation and processing. The Board may establish a transfer fee, from time to time, which shall be no more than the amount of the then current regular monthly assessment. The written notice shall set forth the name of the transferee and his transferor, the street address of the Lot purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer and the name and address of the transferee's Lender, if any. Prior to the receipt of such written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The transfer fee shall be the personal obligation of the new Owner and shall be secured by the lien in Section 4.1 of this Declaration. Notwithstanding the other provisions hereof, this Section shall not apply to a Lender who becomes an Owner by a foreclosure proceeding or any deed or assignment in lieu of foreclosure.

8.14 Conflicting Provisions. In the case of any conflict between this Declaration, the Bylaws, and the Association Rules, this Declaration shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow the Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly. Notwithstanding the above, this Declaration shall be deemed modified and amended only to the extent necessary to come into compliance with the Act.

8.15 Amendments by Declarant Prior to First Sale. Except as provided elsewhere in this Declaration, prior to the conveyance of the first Lot to an Owner other than a Declarant, this Declaration and any amendments thereto may be amended or revoked by the execution by Declarant of an instrument amending or revoking the same.

8.16 Amendments by Declarant After First Sale. Except as provided elsewhere in this Declaration, Declarant (without obtaining the approval of Owners, the Association, or existing Lenders) may unilaterally amend or modify this Declaration in the exercise of its rights set forth in this Declaration. Also, notwithstanding anything herein to the contrary, Declarant shall have the unilateral right (without obtaining the approval of the Owners, the Association, or existing Lenders) to amend this Declaration until the Turnover Date, if such amendment is required solely to comply with applicable law or to correct any error or inconsistency of the Declaration and if such amendment does not adversely affect the rights of any Owner or Lender.

8.17 General Amendment Requirements. Except as permitted otherwise in this Declaration, this Declaration may be amended only by a vote of sixty-seven percent (67%) of all Class A Members, and prior to the Turnover Date, this Declaration shall not be amended without Declarant's prior written consent. An amendment shall not terminate or decrease any unexpired right of Declarant or period of Declarant control unless Declarant approves or consents to such amendment in writing.

8.18 Fines. In accordance with Section 57-8a-208 of the Act, as amended, the Board may assess a fine against an Owner for violation of this Declaration, the Bylaws, the Articles and the Association Rules (collectively, the "Governing Documents"). The Board shall have the power to make and adopt the Association Rules regarding fines for any violation of the Governing Documents; such rules shall identify specific violations, include fine amounts and include such other information as required under Section 57-8a-208 of the Act, as amended.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 27th day of January, 2010.

[SIGNATURES ON FOLLOW PAGE]

DECLARANT:

**PLYMOUTH AVENUE PROPERTIES,
LLC**

a Utah limited liability company

By: Clint B. Argyle
Name: Clint B. Argyle
Its: Member/Manager

**PLYMOUTH AVENUE TOWNS
HOMEOWNERS ASSOCIATION, INC.,
a Utah Corporation**

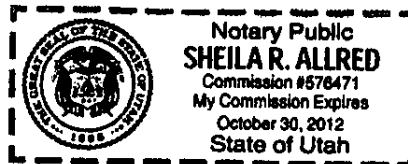
By: Clint B. Argyle
Name: Clint B. Argyle
Its: President

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

The foregoing instrument was acknowledged before me this 27th day of January, 2010,
by Clint B. Argyle, Managing Member of Plymouth Avenue
Properties, LLC, a Utah limited liability company.

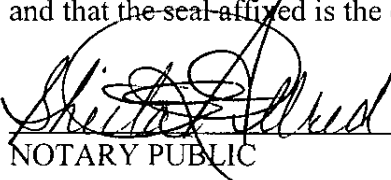
Sheila R. Allred
Notary Public
Residing at: Salt Lake, Utah

My commission expires:
10-30-2012



STATE OF UTAH)
 SS.
COUNTY OF SALT LAKE)

On the 27th day of January 2010, Personally appeared before me Clint B. Argyle who stated that he is the President of **PLYMOUTH AVENUE TOWNS HOMEOWNERS ASSOCIATION, INC**, a Utah Corporation, the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned and on oath states that he was authorized to execute the instrument and that the seal affixed is the corporate seal of the corporation.



NOTARY PUBLIC

Commission Expires: 10-30-2012
Residing at: Salt Lake, Utah

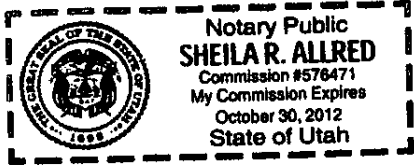


Exhibit A
Legal Description of Parcel

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

Beginning at the Northeast corner of Lot 16, Block 15, Ten Acre Plat "A", Big Field Survey, thence South 00°01'22" East 266.02 feet along the West right of way line of West Temple to the North right of way line of Plymouth Avenue; thence South 89°58'38" West 304.00 feet along the North right of way line of Plymouth Avenue; thence North 00°01'22" West 266.02 feet; thence North 89°58'38" East 304.00 feet to the point of beginning.

Parcel Identification Numbers: 15-36-277-030, 15-36-277-031, 15-36-277-032, 15-36-277-033, 15-36-277-034, 15-36-277-035, 15-36-277-036, 15-36-277-037, 15-36-277-038, 15-36-277-039, 15-36-277-040, 15-36-277-041, 15-36-277-042, 15-36-277-043, 15-36-277-044, 15-36-277-045, 15-36-277-046, 15-36-277-047, 15-36-277-048, 15-36-277-049, 15-36-277-050, 15-36-277-051, 15-36-277-052, 15-36-277-053, 15-36-277-054, 15-36-277-055, 15-36-277-056, 15-36-277-057, 15-36-277-058, 15-36-277-059, 15-36-277-060, 15-36-277-061, 15-36-277-062, 15-36-277-063, 15-36-277-064, 15-36-277-065, 15-36-277-066, 15-36-277-067, 15-36-277-068, 15-36-277-069, 15-36-277-070, 15-36-277-071, 15-36-277-072, 15-36-277-073, 15-36-277-074, 15-36-277-075, 15-36-277-076.

**Exhibit B
Plat**

4694952_5.DOC

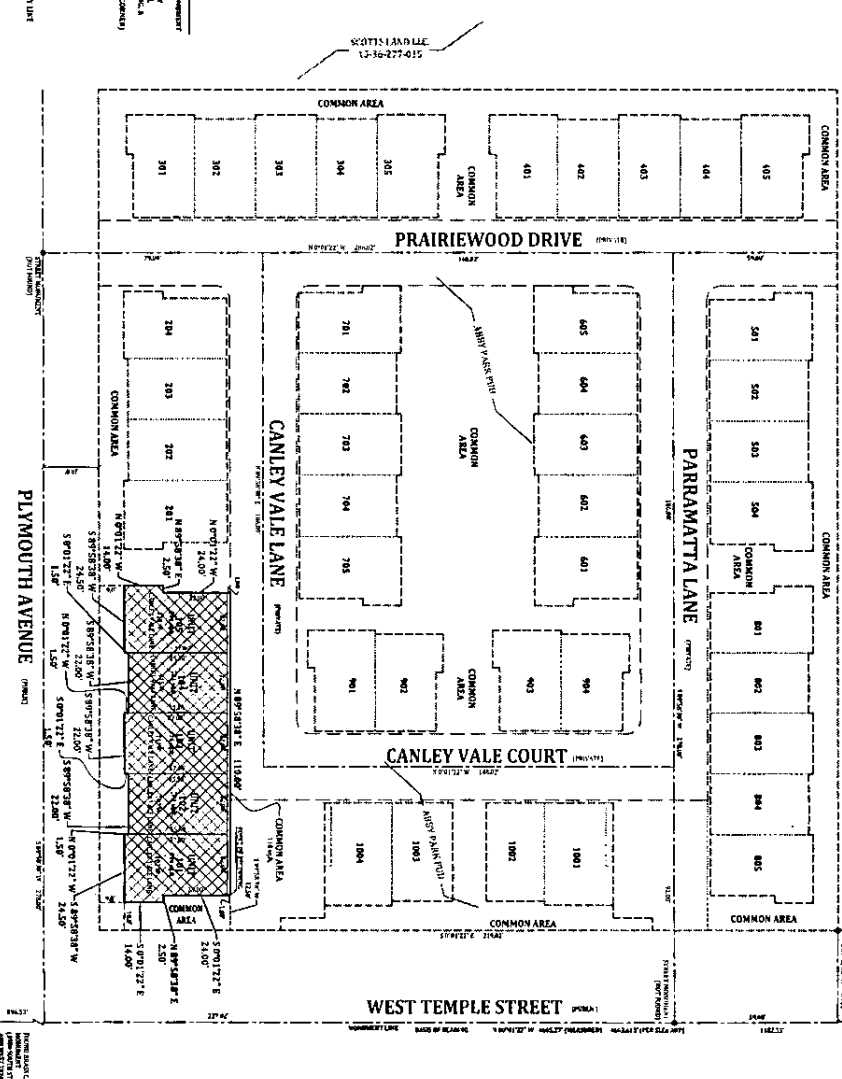
PLYMOUTH AVENUE TOWNHOMES PHASE 1

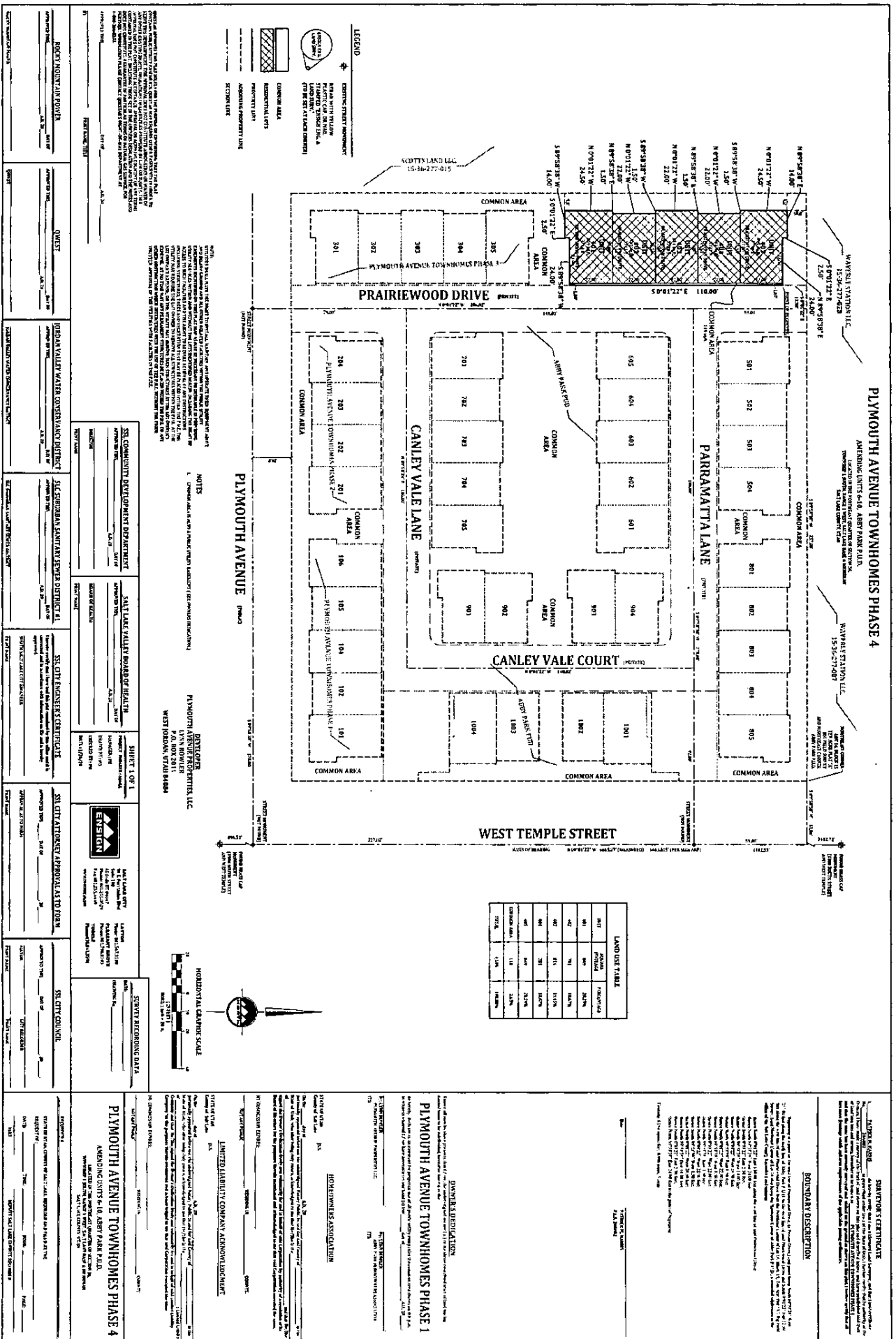
WHELAN VENTURA LLC
15-36-277-015

LANDING QUINCY 2428 ABBY PARK #100
15-36-277-007

WALKLEY SECTION LLC
15-36-277-007

WHEELER SECTION LLC
15-36-277-007





LAND USE TABLE

UNIT	AREA	THREATS
101	649	24.7%
102	711	24.7%
103	711	24.7%
104	711	24.7%
105	711	24.7%
201	711	24.7%
202	711	24.7%
203	711	24.7%
204	711	24.7%
205	711	24.7%
301	711	24.7%
302	711	24.7%
303	711	24.7%
304	711	24.7%
305	711	24.7%
TOTAL	5,248	24.7%

BOUNDARY DESCRIPTION

1. The boundary of the subject property is as follows: ...

PROPERTY DESCRIPTION

PLYMOUTH AVENUE TOWNHOMES PHASE 4

OWNER

PLYMOUTH AVENUE TOWNHOMES PHASE 4 ASSOCIATION, INC.

ADDRESS

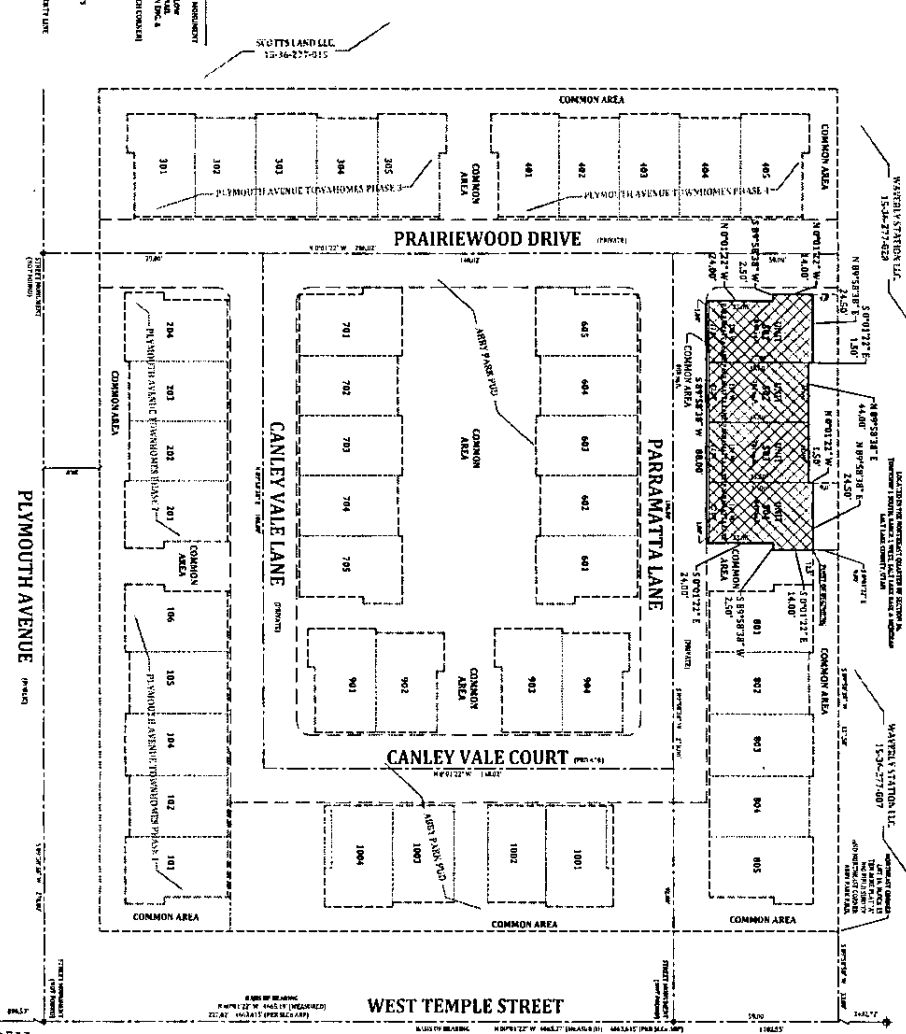
100 PLYMOUTH AVENUE, WEST JORDAN, UT 84084

LEGAL DESCRIPTION

... [Detailed legal description of the property] ...

PLYMOUTH AVENUE TOWNHOMES PHASE 5

AMENDING DEED 11-14, ABBY PARK ESTATES
LOCAL GOVERNMENT DISTRICT 11-14, ABBY PARK ESTATES
LOCAL GOVERNMENT DISTRICT 11-14, ABBY PARK ESTATES



LAND USE TABLE

Lot	Number	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
101	101	2,100	2,100	2,100
102	102	2,100	2,100	2,100
103	103	2,100	2,100	2,100
104	104	2,100	2,100	2,100
105	105	2,100	2,100	2,100
106	106	2,100	2,100	2,100
107	107	2,100	2,100	2,100
108	108	2,100	2,100	2,100
109	109	2,100	2,100	2,100
110	110	2,100	2,100	2,100
111	111	2,100	2,100	2,100
112	112	2,100	2,100	2,100
113	113	2,100	2,100	2,100
114	114	2,100	2,100	2,100
115	115	2,100	2,100	2,100
116	116	2,100	2,100	2,100
117	117	2,100	2,100	2,100
118	118	2,100	2,100	2,100
119	119	2,100	2,100	2,100
120	120	2,100	2,100	2,100

NOTES

- Owner shall provide all necessary permits for the proposed improvements.
- Owner shall provide all necessary easements for the proposed improvements.
- Owner shall provide all necessary utility easements for the proposed improvements.
- Owner shall provide all necessary access easements for the proposed improvements.
- Owner shall provide all necessary drainage easements for the proposed improvements.
- Owner shall provide all necessary fire easements for the proposed improvements.
- Owner shall provide all necessary utility easements for the proposed improvements.
- Owner shall provide all necessary access easements for the proposed improvements.
- Owner shall provide all necessary drainage easements for the proposed improvements.
- Owner shall provide all necessary fire easements for the proposed improvements.

DEVELOPERS
PLYMOUTH AVENUE TOWNHOMES, LLC
11111 WEST 10TH AVENUE
DENVER, CO 80231



PLANNING DEPARTMENT

PLANNING DIVISION

PLANNING STAFF

PLANNING SUPERVISOR

PLANNING MANAGER

PLANNING DIRECTOR

PLANNING COMMISSION

PLANNING BOARD

PLANNING COUNCIL

PLANNING ADVISORY BOARD

PLANNING CONSULTANTS

PLANNING ENGINEERS

PLANNING ARCHITECTS

PLANNING SURVEYORS

PLANNING LANDSCAPE ARCHITECTS

PLANNING CIVIL ENGINEERS

PLANNING ELECTRICAL ENGINEERS

PLANNING MECHANICAL ENGINEERS

PLANNING CHEMICAL ENGINEERS

PLANNING ENVIRONMENTAL ENGINEERS

PLANNING INDUSTRIAL ENGINEERS

PLANNING METALLURGICAL ENGINEERS

PLANNING AERONAUTICAL ENGINEERS

PLANNING AGRICULTURAL ENGINEERS

PLANNING MARINE ENGINEERS

PLANNING PETROLEUM ENGINEERS

PLANNING TRANSPORTATION ENGINEERS

PLANNING ENVIRONMENTAL SCIENTISTS

PLANNING GEOLOGISTS

PLANNING GEOGRAPHERS

PLANNING HISTORIC PRESERVATION SPECIALISTS

PLANNING LAND USE PLANNERS

PLANNING REGIONAL PLANNERS

PLANNING TRANSPORTATION PLANNERS

PLANNING URBAN PLANNERS

PLANNING VISUAL QUALITY ANALYSTS

PLANNING WATER RESOURCES SPECIALISTS

PLANNING WASTE MANAGEMENT SPECIALISTS

PLANNING AIR QUALITY SPECIALISTS

PLANNING NOISE SPECIALISTS

PLANNING ENERGY SPECIALISTS

PLANNING CLIMATE SPECIALISTS

PLANNING POLICY SPECIALISTS

BYLAWS
OF
PLYMOUTH AVENUE TOWNS HOMEOWNER'S ASSOCIATION, INC.

A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the incorporator of Plymouth Avenue Towns Homeowner's Association, Inc., a Utah nonprofit corporation, hereby adopts the following bylaws (the "Bylaws") for such nonprofit corporation.

ARTICLE 1
NAME AND PRINCIPAL OFFICE

1.1 Name. The name of the nonprofit corporation is Plymouth Avenue Towns Homeowner's Association, Inc., hereinafter referred to as the "Association".

1.2 Offices. The principal office of the Association shall be at 1728 South Cal Pac Avenue, Spanish Fork, Utah 84660.

ARTICLE 2
DEFINITIONS

2.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration of Covenants, Conditions and Restrictions for Plymouth Avenue Towns, hereinafter referred to as the "Declaration", shall have such defined meanings when used in these Bylaws.

ARTICLE 3
MEMBERS

3.1 Annual Meetings. The annual meeting of Members shall be held in the first six months of each year, the specific date, time, and place to be fixed by the Board of Directors, beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment or postponement thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by the Board of Directors, the President, the Declarant, or upon the written request of Members holding not less than ten percent (10%) of the voting power of the Members of Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Directors or the President.

3.3 Place of Meetings. The Board of Directors may designate any place in Salt Lake County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the Members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.4 Notice of Meetings. The Board of Directors shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.5 Members of Record. The "Members" of the Association shall be all of the Owners of Lots in the Project, as such owners are shown on the records of the Salt Lake County, Utah Recorder. Upon purchasing a Lot in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board of Directors may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the owners of record of each Lot in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members. Membership in the Association shall at all times consist exclusively of the Owners, and each Owner shall, by taking title to or possession or occupancy of any Lot, immediately and automatically become a member of the Association. Such membership shall automatically terminate when he ceases to be an Owner. Membership in the Association shall be mandatory for all Owners, shall be appurtenant to the Lot or Lots in which the Owner has the necessary ownership interest, and shall not be separated from the Lot to which it appertains. Upon the transfer of an ownership interest in a Lot, the succeeding Owner thereof shall likewise automatically and immediately succeed to such membership in the Association. The term "Owner" shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a Lot or any part thereof is encumbered (unless such mortgagee, trustee, or beneficiary has acquired title for purposes other than security). If record ownership of a Lot in the Project is jointly held, the Membership appertaining to such Lot shall also be jointly held. No person or entity other than an owner of a Lot in the Project may be a Member of the Association.

3.6 Quorum. At any meeting of the Members duly called and noticed, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.7 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. The election of Directors shall be by ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership. The Association shall have the following two (2) classes of voting Members:

(a) Class A. Class A Members shall be all Owners (including the Declarant, after the Turnover Date). Class A Members shall be entitled to one (1) vote for each Lot owned. Fractional votes shall not be allowed.

(b) Class B. The Class B Member shall be the Declarant. Declarant, as the Class B Member, shall have the exclusive right to control the Association and the exclusive right to (either directly or through a person designated by the Declarant) elect, appoint and remove the members of the Board and the officers of the Association until the Turnover Date. The special control rights of the Declarant, as Class B Member, shall cease and terminate upon the Turnover Date. Upon the Turnover Date, the Declarant shall retain the voting rights of Class A Members, even though the special voting and control rights of the Class B Member have ceased and terminated. The Declarant may voluntarily surrender the right to elect, appoint and remove the members of the Board and the officers of the Association prior to the Turnover Date, but, in that event, the Declarant may, as a condition to such surrender of rights, require that specified actions of the Association or the Board be taken prior to the Turnover Date, as described in a recorded instrument executed by Declarant. Upon the Turnover Date, the process of transferring control of the Association from the Declarant to the Owners shall commence and be completed within a reasonable period of time. This process shall include the Owners' election of new members of the Board of Directors and shall be considered completed on the date of a meeting of the Board of Directors elected by the Owners. The Owners' election of the new members of the Board of Directors may be conducted at a regular or special meeting of the Association or by a mailed balloting procedure, within thirty (30) days following the Turnover Date.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE 4 BOARD OF DIRECTORS

4.1 General Powers. The property, affairs, and business of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Board of Directors may contract with a professional management agent to assist the Board of Directors in the management and operation of the Common Areas and may delegate such of its powers and duties to the management agent as it deems appropriate; provided, however, that only the Board of Directors shall have the right to approve Association budgets, to impose a special Assessment and to authorize foreclosure of an Assessment lien. The compensation of such management agent shall be determined by the Board subject to the terms and conditions of this Declaration. Any agreement appointing a management agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof. The management agent may be an independent contractor and not an agent or employee of the Association.

4.2 Number, Tenure and Qualifications. The governing body of the Association shall be the Board of Directors. Cumulative voting shall apply for the purpose of electing members of the Board of Directors. The Board of Directors shall consist of not less than three (3) members and not more than five (5) members, except as otherwise required by applicable law. Except as otherwise expressly provided in this Declaration, the Board of Directors shall act in all instances on behalf of the Association. Except for members of the Board of Directors elected or appointed by Declarant prior to the Turnover Date or thereafter if the Declarant retains enough Class A voting rights to elects members of the Board, each Director shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership, limited liability company, or trust, a Director may be an officer, partner, member, manager, trustee or beneficiary of such Owner) and shall actually occupy a Unit. If a Director shall cease to meet such qualifications during his term, he will thereupon cease to be a Director and his place on the Board of Directors shall be deemed vacant.

4.3 Regular Meetings. The regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for holding of additional regular meetings without other notice than such resolution.

4.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within or without the State of Utah, as the place for holding any special meeting of the Board of Directors called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Director at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U. S. mail so addressed, with first-class postage thereon prepaid. Any Director may waive notice of a meeting by any method permitted by law.

4.5 Quorum and Manner of Acting. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

4.6 Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of his duties as a Director to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Director.

4.7 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director, except a Director appointed by Declarant, may be removed at any time, for or without cause, by the affirmative vote of seventy-five percent (75%) of the voting power of the Members of the Association at a special meeting of the Members duly called for such purpose.

4.8 Vacancies and Newly Created Directorships. If vacancies shall occur in the Board of Directors by reason of the death, resignation or disqualification of a Director (other than a Director appointed by Declarant), or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board of Directors occurring by reason of removal of a Director by the Members may be filled by election at the meeting at which such Director is removed. If vacancies shall occur in the Board of Directors by reason of death, resignation or removal of a Director appointed by Declarant, such vacancies shall be filled by appointments to be made by Declarant. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

4.9 Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE 5 OFFICERS

5.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Board of Directors.

5.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the regular annual meeting of the Board of Directors. In the event of failure to choose officers at such regular annual meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular annual meeting of the Board of Directors or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Directors and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Vice President, Secretary and Treasurer shall be and remain Directors of the Association during the entire term of their respective offices. No other officers need be a Director.

5.3 Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Directors of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Directors at any time, for or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.6 The President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall preside at meetings of the Board of Directors and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Directors may require of him. The president shall be invited to attend meetings of each committee.

5.7 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

5.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Directors may require him to keep. The Secretary shall also act in the place and stead of the President in the event of the President's and the Vice President's absence or inability or refusal to act. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board of Directors may require of him.

5.9 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Directors. He shall perform such other duties as the Board of Directors may require of him.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

ARTICLE 6 COMMITTEES

6.1 Designation of Committees. The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Director. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

6.2 Proceedings of Committees. Each committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

6.3 Quorum and Manner of Action. At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board of Directors hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

ARTICLE 7 INDEMNIFICATION

7.1 Indemnification: Third Party Actions. To the fullest extent permitted by law, neither the Board of Directors nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence if such Board of Directors member or officer acted in good faith within the scope of his or their duties. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification: Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made either (i) by the Board of Directors by a majority vote of disinterested Directors or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty percent (50%) of the voting power of the Members of the Association at any meeting duly called for such purpose.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board of Directors and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article or otherwise.

7.5 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested Members or Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Directors, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.6 Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee, or agent or was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit).

7.7 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expense of the Association and shall be paid with funds from the Assessments referred to in the Declaration.

ARTICLE 8 FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December next following, except that the first fiscal year shall be a partial year and shall begin on the date of incorporation.

8.2 Seal. The Board of Directors may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

ARTICLE 9 RULES AND REGULATIONS

9.1 Rules and Regulations. The Board of Directors may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board of Directors, and with copies of all amendments and revisions thereof.

ARTICLE 10 AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered, or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of at least fifty-one percent (51%) of the voting power of the Members of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed, or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total voting power of the Members of the Association, shall have been executed and verified by the current President of the Association.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned incorporator of Plymouth Avenue Towns Homeowner's Association, Inc., has adopted these Bylaws on the 27 day of Jan, 2010, pursuant to Utah Code Section 16-6a-206.

By: Clint Argyle
Clint Argyle, incorporator

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