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Gary W. Ott
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When recorded mail to:

Oquirrh Hills Property, LLC
P.O. Box 6090
Ketchum, ID 83340
Attn: Thomas C. Praggastis

File No. NCS-465829LOT5-CP

Parcel Nos.: 14-29-127-021-0000; 14-29-127-023-0000; 14-29-127-020-0000; 14-29-127-022-0000; 14-29-127-033-0000; 14-29-127-032-0000; 14-29-128-003-0000; 14-29-128-007-0000; 14-29-127-028-0000; 14-29-127-026-0000; 14-29-127-029-0000 and 14-29-127-030-0000

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OQUIRRH HILLS PROPERTY OWNERS ASSOCIATION**

(OQUIRRH HILLS PLAZA)

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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(OQUIRRH HILLS PLAZA)

This Declaration of Covenants, Conditions and Restrictions for Oquirrh Hills Property Owners Association, Inc., a Utah nonprofit corporation, is made this 11th day of FEBRUARY, 2013, by Oquirrh Hills Property, LLC ("Declarant").

WHEREAS, Declarant, Oquirrh Hills Property, LLC, is the owner of certain Real Property located in the County of Salt Lake, State of Utah and more particularly described in Exhibit "A-1" ("Real Property"). A map showing the Real Property is attached hereto as Exhibit "A-2".

WHEREAS, Declarant intends to own, manage, subdivide, develop, lease and sell the Real Property into a commercial and/or residential development ("Project"). The name of the Project is Oquirrh Hills Plaza.

WHEREAS, Declarant intends that the future development of the Real Property is to be subject to this Declaration of Covenants, Conditions and Restrictions for Oquirrh Hills Property Owners Association ("Declaration").

NOW, THEREFORE, Declarant hereby declares that the Real Property is and shall be held, conveyed, encumbered and used subject to this Declaration in furtherance of a plan for the subdivision, improvement, development, lease and sale of the Real Property and to enhance the value, desirability and attractiveness of such Real Property. The restrictions set forth in this Declaration shall run with the Real Property described herein; shall be binding upon all persons having or acquiring any interest in such Real Property or any part thereof; shall inure to the benefit of every portion of such Real Property and shall inure to the benefit of and be binding upon Declarant, its successors and assigns; and may be enforced by Declarant, its successors, any Owner or any Owner's successors.

I. DEFINITIONS.

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meaning hereinafter specified.

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Act shall mean the Community Association Act, under Title 57, Chapter 8a, Utah Code, as amended from time to time.

Administrative Control shall mean the time during which the Declarant shall have all of the voting control of the Association, as more specifically defined in Section 5.3(a) below.

Articles shall mean the Articles of Incorporation of the Oquirrh Hills Property Owners Association, Inc., which have been filed with the Office of the Secretary of State of the State of Utah.

Assessment shall mean any costs and expenses, including reserves for costs and expenses, charged to an Owner by the Association.

Assessment Lien shall mean the lien the Association has on an Owner's Lot to secure the payment of any Assessment and any Other Charges, as created under the Act.

Association shall mean the Oquirrh Hills Property Owners Association, Inc., a Utah nonprofit corporation, or any successors.

Association Rules shall mean any rules, including Design Committee Rules, adopted from time to time and any amendments thereto.

Board shall mean the Board of Directors of the Association.

Bylaws shall mean the Bylaws of the Association.

Declarant shall mean Oquirrh Hills Property, LLC, a Nevada limited liability company authorized to do business in Utah or any successors and assigns.

Declaration shall mean this Declaration of Covenants, Conditions and Restrictions for Oquirrh Hills Property Owners Association, as may be amended from time to time.

Design Committee shall mean the committee created pursuant to Article VIII hereof.

Design Committee Rules shall mean any rules to govern the review of construction, alteration, installation or placement of any Improvement on any Lot controlled by this Declaration.

Improvements shall mean all structures and appurtenances thereto of every type and kind within or on a Lot, including but not limited to buildings, outbuildings, roads,

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driveways, sidewalks, parking areas, fences, screening walls, retaining walls, stairs, landscaping, signs, solar equipment, antennae, satellite dishes and light fixtures.

Lot shall mean the Lots shown on the Flangas Crossing Subdivision Plat or any other separate, subdivided portion of the Real Property as shown on the Flangas Crossing Subdivision Plat or other plat, as may be amended from time to time.

Member shall mean any Person who is a member of the Association.

Other Charges shall mean any other charges which may be imposed upon or charged to an Owner under this Declaration, the Articles, Bylaws or the Association Rules or which the Association may be entitled to recover under this Declaration, including but not limited to, late fees, fines, attorneys fees, costs, court costs, interest or pursuant to an administrative or judicial decision.

Owner shall mean the Person, including Declarant, holding an aggregate fee simple interest in a Lot. An Owner shall not include any Person holding an interest merely as security for the performance of an obligation.

Person shall mean a natural person, corporation, limited liability company, partnership, trust or other legal entity.

Real Property shall mean the real property described in Exhibit A-1 and as shown in Exhibit A-2.

II. REAL PROPERTY SUBJECT TO DECLARATION AND CLASSIFICATIONS.

The Real Property subject to this Declaration is the property more particularly described in Exhibit A-1 and as shown in Exhibit A-2.

III. USE RESTRICTIONS.

3.1 Prohibited Uses. Any use or operation which is inconsistent with the development or operation of the Project as a first-class Project, as reasonably determined by Declarant, shall be prohibited under this Declaration (each a "Prohibited Use"). The following list, which is not intended to be all-inclusive, includes those objectionable uses or operations which are expressly prohibited under this Declaration, together with any similar uses or operations which produce, are accompanied by, or otherwise involve the following characteristics:

- (a) Any use which constitutes a public or private nuisance;
- (b) Any use which produces noise or sound which may be heard outside of any building and is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (c) Any use which produces any noxious odor which may be smelled outside any building other than such odors as are typically incidental to first-class commercial operations;
- (d) Any use which produces any excessive quantity of dust, dirt or ash; provided, however, this prohibition shall not preclude the sale of items typically sold as an incident to the operation of a home improvement or other similar store (provided such items are sold in containers);
- (e) Any use involving unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks);
- (f) Any warehouse, assembly, manufacturing, distillation, refining, smelting or mining operation;
- (g) Any mobile home or trailer court, mortuary, lot for the sale of new or used vehicles, labor camp, or junkyard;
- (h) Any operation for drilling for and/or removal of subsurface substances;
- (i) Any operation involving dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes;
- (j) Any use involving the display or distribution of pornographic materials, adult books and magazines or X-rated videos or similar productions; and
- (k) Any use not permitted pursuant to the underlying zoning classification of the Magna Zoning Code for the Real Property, as the same may be amended; provided, however, that any conditional uses permitted pursuant to such zoning classification shall not be considered Prohibited Uses under this Declaration, unless otherwise restricted under this Declaration.

IV. DEVELOPMENT, IMPROVEMENT AND CONSTRUCTION STANDARDS.

The Real Property subject to this Declaration shall be held, used and enjoyed subject to the following development and improvement standards:

4.1 Alteration of Lots or Exterior Improvements. There shall be no excavation, alteration, construction or remodeling which in any way alters the exterior appearance of any Lot or any Improvements thereon without the prior written approval of the Design Committee. This restriction shall not apply to maintenance and repairs of any Improvement as long as such maintenance and repair shall not alter the appearance of the Improvement. This restriction shall not apply to interior alteration or remodeling of any structure within the Real Property covered by this Declaration.

4.2 Maintenance of Improvements. No Improvement upon the Real Property covered by this Declaration shall be permitted to fall into disrepair. Each Owner shall maintain or cause to be maintained, in a safe, clean, attractive and tenantable condition and in good condition and repair, all Improvements located upon its Lot, including screening from view the garbage receptacle areas. Such obligations shall include, but not be limited to, the following, as reasonably necessary to maintain such facilities in a clean, safe and orderly condition:

- (a) Resurfacing of walks, drives and parking areas;
- (b) Cleaning, sweeping, snow and debris removal, painting, striping, disposal of rubbish and debris, removal of soil and stone washed into drainage facilities and all other such tasks;
- (c) Maintenance of all curbs, parking dividers, landscape enclosures, fences and retaining walls;
- (d) Placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures;
- (e) Maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered; and
- (f) Maintenance of all utility lines, if applicable, including without limitation, storm water drainage lines and facilities and power and emergency fire protection lines within the Lot that are not the responsibility of the utility company or the responsibility of another party pursuant to applicable matters of record.

4.3 Casualty. In the event any Improvement on a Lot is damaged or destroyed by any casualty, the Owner upon whose Lot such Improvement is/was located shall promptly (i) repair and/or reconstruct such Improvement in accordance with the applicable provisions of this Declaration and applicable laws, ordinances, rules and regulations of the applicable governmental authorities, or (ii) remove the debris from the Lot and keep the affected portions of the Lot neat, orderly, and well maintained and covered with material or suitable ground cover reasonably required by the Association, until subsequently improved or constructed upon in the discretion of Owner.

4.4 Construction Procedures and Standards.

(a) All construction activities within a Lot shall be performed in a good and workmanlike manner, using quality materials, and in compliance with this Declaration, the Association Rules and all laws, rules, regulations, orders, and ordinances of the city, county, state, and federal governments, or any department or agency thereof, having jurisdiction over the Lot.

(b) All construction activities within the Lots shall be performed in accordance with the following provisions:

(i) so as not to unreasonably interfere with any construction work being performed on the remainder of the Lots, or part thereof; and

(ii) so as not to unreasonably interfere with the use, occupancy or enjoyment of the remainder of the Project or part thereof or the business conducted thereon by any other Owner or such Owner's lessee.

(c) When an Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any Improvements on its Lot, such Owner shall establish a staging and storage area on its Lot prior to commencing such work. Notwithstanding anything to the contrary contained herein, such staging and storage areas (i) shall not unreasonably interfere with access between the other areas of the Project, with the use of any other Lot, or with the operation of any business or permitted activity on any other Lot by the Owners or lessees thereof (such Owners and lessees to have free and unobstructed access to the loading docks, sidewalks and entrances and exits), and (ii) shall be subject to the approval of Declarant, in its reasonable discretion. If substantial work is to be performed, such Owner, at the request of Declarant or any other Owner of a Lot which would be materially and adversely affected by such staging or storage area, shall fence off such staging and storage area. Upon completion of such work, such staging and storage area shall be restored to a condition at least equal to that existing prior to commencement of such work.

(d) Each Owner shall diligently pursue all construction activities within its Lot to completion, shall regularly clean the roadways and driveways used by its construction vehicles of mud, dirt and construction debris, and upon completion of all construction activities, shall promptly restore such affected roadways and driveways to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

(e) Each Owner shall indemnify, defend and hold harmless each other Owner from and against any and all claims, losses, damages, liabilities, injuries, costs and expenses, including, without limitation, reasonable attorneys' fees, because of personal injury or death of persons or destruction of property arising from or as a result of construction by such Owner on its Lot, except for claims caused by the negligence or willful act or omission of the indemnified Owner, its licensees, concessionaires, agents, servants, or employees.

V. OQUIRRH HILLS PROPERTY OWNERS ASSOCIATION.

5.1 Association. The Association is a Utah nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership.

(a) Qualifications. Each Owner of a Lot, including Declarant, by virtue of being such an Owner and for so long as he is such an Owner, shall be a Member of the Association.

(b) Transfer of Membership. The Association membership of each Owner, including Declarant, shall be appurtenant to said Lot and shall not be transferred, pledged or alienated in any way except upon the transfer of legal and equitable title to said Lot and then only to the transferee of such title. Any attempt to make a prohibited transfer shall be void. Any transfer of legal and equitable title to said Lot shall operate automatically to transfer said membership to the new Owner thereof.

5.3 Voting.

(a) Administrative Control by Declarant. Until such time as Declarant no longer owns any Lot or fifteen (15) years from the date of recording this Declaration, whichever event first occurs, Declarant shall hold all the voting rights in the Association ("Administrative Control"). During such time, all other Owners shall hold nonvoting membership interests in the Association.

(b) Owner Voting. After the period of Administrative Control expires as provided above in Section 5.3(a), each Owner shall have one vote for each Lot owned.

(c) Joint Owner Voting Disputes. The vote for each such Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they are acting with the authority and consent of all other Owners of the same Lot.

5.4 Meetings of Owners. Meetings of the Owners and all matters related to the such meetings shall be governed as set forth in the Bylaws of the Association.

5.5 Powers and Duties of the Association. The powers and duties of the Association, conducted through the Board, include:

(a) Powers. The Association shall have all the powers of a nonprofit corporation organized under the general nonprofit corporation laws of the State of Utah subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to do any and all lawful acts which may be authorized, required or permitted to be done under the Articles, Bylaws and this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of the Association, including without limitation:

(i) Assessments and Other Charges. The power to levy Assessments (including reserves) on the Owner of a Lot and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration and the law; the power to levy Other Charges on an Owner of a Lot for violations of this Declaration or any Association Rule, all in accordance with the provisions of this Declaration and the law.

(ii) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto to commence and maintain actions and suits to enforce this Declaration, the Articles, Bylaws or Association Rules; to restrain and enjoin any breach or threatened breach of this Declaration, the Articles, Bylaws or Association Rules; and to enforce this Declaration, the Articles, Bylaws or Association Rules by all means allowed under the law.

(iii) Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation or other entity.

(iv) Association Rules. The power to adopt, amend and repeal Association Rules, including Design Committee Rules, as the Association deems reasonable. A copy of the Association Rules as adopted from time to time shall be given to each Owner. The Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association Rules and any other provision of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. Association Rules shall be adopted in accordance with the procedures established by Declarant during the period of Administrative Control or by the Board after the period of Administrative Control; provided, however, during the period of Administrative Control, Declarant hereby is and shall be exempt from complying with Association Rules and from any rulemaking procedures.

(v) Emergency Powers. The power to enter upon any Lot in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired by the Association.

(vi) Legal and Accounting Services. The power to retain and pay for legal and accounting services necessary or proper for the operation of the Association, enforcement of the Declaration, the Articles, Bylaws or the Association Rules, or performance of any other duties or rights of the Association.

(b) Duties of the Association. In addition to the power delegated to it, the Association, by and through its Board, may, without limiting the generality thereof, conduct all business affairs of common interest to the Owners and to perform each of the following duties:

(i) Maintenance. To contract for such maintenance and repairs as may be necessary or desirable for the upkeep of landscaping, fences, parking areas, sidewalks, roads, driveways, easement areas, street lighting, detached signs for the Project and other Improvements which the Association reasonably determines is beneficial to some or all Owners. The Association may contract for such work for the benefit of the Owners and, if appropriate in certain circumstances, for the benefit of less than all the Owners. To the extent that the Association elects not to contract for any such work, each Owner shall be solely responsible for all such maintenance and repairs relating to or within that Owner's Lot that are not covered by Association contracts.

(ii) Insurance. To acquire and maintain in effect such insurance policies and in such amounts as the Board may determine appropriate.

(iii) Rule Making. To make, establish, promulgate, amend and repeal any Association Rules, including Design Committee Rules.

(iv) Design Committee. To appoint and remove members of the Design Committee, in accordance with to the provisions of this Declaration.

(v) Enforcement of Restrictions, Rules and Assessments. To take any action, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration, the Articles, Bylaws and the Association Rules and may impose sanctions adopted by the Association for violations thereof, including, without limitation, monetary fines and suspending a violator's right to vote.

5.6 No Personal Liability; Indemnification. No member of the Board, or any committee thereof, including the Design Committee, or any officer or employee of the Association, or Declarant shall be personally liable to any Owner or to any other party, including the Association, for any damages or loss suffered or claimed on the account of any act or omission of such person, unless due to the wilful misconduct or bad faith of such person. The Association shall indemnify and hold any member of the Board, any member of any committee thereof, any officer or employee of the Association and the Declarant harmless from all costs, losses, liabilities and damages paid or accrued by any such person in connection with the business of the Association, to the fullest extent provided or allowed under the laws of the State of Utah.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be regularly and timely prepared and copies shall be distributed to each Owner of the Association. Such statements may include an operating budget and an Assessment schedule for the forthcoming fiscal year, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting receipts and expenditures of the Association for its fiscal year.

VI. ASSESSMENTS.

6.1 Covenant to Pay Assessments and Other Charges. Each Owner hereby covenants and agrees to pay when due all Assessments made by the Association. Each such Assessment shall be the personal obligation of the Owner of such Lot at the time when the Assessment becomes due. Each Owner hereby covenants and agrees to pay and to be personally liable for all Other Charges which may be incurred or charged by the Association in collecting any Assessment. The Association also shall have a lien on an Owner's Lot for each and any Assessment made by the Association and for any Other Charges which may be incurred or charged by the Association in collecting any Assessment of said Owner, as provided below in Article VII.

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6.2 Determination of Assessments. The Association shall determine the amount to assess each Owner for costs incurred by the Association related to its business affairs and for the costs of any contracts which the Association may enter into on behalf of the Owners. The Association shall determine how each Owner's share of any Assessment shall be apportioned among the Owners, acknowledging that the Owners' share of one Assessment may be calculated differently from another Assessment, depending on the circumstances related to the costs being assessed. The Association may assess reserve funds from the Owners to assure that the Association has sufficient funds on hand to conduct any of its business or to cover any contract payments for which the Association may be liable.

6.3 Payment of Assessments. All Assessments shall be due and payable to the Association by the assessed Owners as the Association may determine.

6.4 Payment of Other Charges. If any Assessment assessed to any Owner is not paid within thirty (30) days after it is due, interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum until paid. Additionally, the Owner shall be required to pay any Other Charges incurred or charged to an Owner in collecting any delinquent Assessment.

6.5 Payoff Information.

(a) The Association, within fifteen (15) business days after prior written request, shall provide to the requesting party the payoff information (ie, the amount of any Assessment and Other Charges, if any, that may be due by a particular Owner at the time of the request) in connection with the financing, refinancing or closing of a Lot Owner's sale of the Owner's Lot. The Association shall be authorized to charge that particular Owner a fee in the amount of Fifty Dollars (\$50.00) for the information, which shall not be required to be paid before closing; provided, however the Owner shall ultimately be responsible for the fee hereunder if such fee is not paid at closing. A party requesting payoff information must comply with the following requirements: the requesting party shall provide in writing its name, address, telephone number and a facsimile number or email address for delivery of the payoff information and which written request shall include a signed and dated consent of the Owner of the lot for which payoff information is requested, authorizing the release of information to the requesting party.

(b) For general information purposes, an Owner may request payoff information from the Association at any time without any procedural formalities and without charge from the Association.

VII. ENFORCEMENT OF ASSESSMENTS.

7.1 Power to Collect Assessments and Other Charges. The Association shall have the power and authority to collect and enforce the payment of Assessments made by the Association and Other Charges which are imposed or incurred by the Association in collecting any Assessment. Each Owner covenants and agrees that the Association shall have all rights and remedies allowed under this Declaration and the laws of the State of Utah to collect and enforce the payment of any Assessments and Other Charges in the manner set forth herein and under the laws of the State of Utah; and additionally each Owner specifically covenants and agrees that the Association shall have the lien rights allowed under Utah Code Section 57-8a-301. The remedies of the Association to collect Assessments and Other Charges set forth herein shall be cumulative and the election by the Association to pursue one remedy shall not prevent the Association from pursuing any other remedy at any other time. The Association may sue an Owner personally to enforce the obligations of an Owner to pay Assessments and Other Charges or the Association may exercise the power of sale pursuant hereto to enforce the Assessment Lien which the Association has pursuant to this Declaration and Utah law. A suit by the Association against an Owner to recover a money judgment for any unpaid Assessment may be maintained without waiving or relinquishing any lien rights or the ability of the Association to exercise of the power of sale to enforce the Assessment Lien.

7.2 Assessment Lien. Pursuant to this Declaration and/or Utah Code Section 57-8a-301, the Association shall have an Assessment Lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in the Association, together with all Other Charges which may be paid or incurred by the Association in collecting the Assessment from an Owner. The recording of this Declaration constitutes record notice and perfection of the Association's Assessment Lien.

7.3 Notice of Claim of Assessment Lien. Upon default of any Owner in the timely payment of any Assessment required hereunder, the Association may cause a Notice of Claim of Assessment Lien to be recorded in the Office of the Salt Lake County Recorder. Said Notice shall state the amount of the delinquent Assessment and any Other Charges due, a sufficient description of the Lot against which the same has been assessed, and the name of the record Owner thereof and any other information required under the law. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults, whether occurring before or after the recording of the Notice may be included within that single Notice. Upon payment to the Association of the delinquent Assessment and all Other Charges in connection therewith or other satisfaction thereof, the Association shall execute and record a Notice of Release of Assessment Lien evincing the release the Association's Assessment Lien. The Association may demand and receive the cost of recording of such Notice before recording the same.

7.4 Method of Foreclosure; Appointment of Qualified Trustee. The Association may foreclose its Assessment Lien through judicial foreclosure or nonjudicial foreclosure proceedings, in accordance with the laws of the State of Utah applicable to either foreclosure proceedings being pursued. For purposes of nonjudicial foreclosure proceedings, Declarant hereby conveys and warrants to First American Title Company, Salt Lake City, Utah, as trustee, with the power of sale, any Lot and all Improvements made to or upon any Lot for the purpose of securing payment of Assessments and Other Charges under the terms of the Declaration.

7.5 Notice. The Association shall comply with all notice requirements applicable to the exercise of powers of sale and as otherwise may be required under Utah law.

VIII. DESIGN COMMITTEE AND ARCHITECTURAL CONTROL.

8.1 Initial Design Committee. The Declarant shall be the initial Design Committee. The Declarant shall continue to act as the Design Committee during the period of Administrative Control or until the Declarant resigns from the Design Committee. The Declarant, in its sole discretion, may appoint other individuals to the Design Committee from time to time, which individuals serve at the pleasure of the Declarant.

8.2 Members of Design Committee. After the Declarant ceases to act as the initial Design Committee, the Design Committee shall consist of at least two (2) members. Persons shall be appointed to the Design Committee by the Board and shall serve until such time as the member has resigned or is removed. Members of the Design Committee may be removed by the Board at any time without cause.

8.3 Review of Proposed Construction or Alteration.

(a) Action of Design Committee. The Design Committee shall consider and act upon any and all proposed excavation, construction, alteration or remodeling (collectively "construction") of any Improvements to any Lot or regarding the exterior of any Improvements on any Lot and shall perform such other duties as from time to time may be assigned to it by the Board, including the inspection of construction of Improvements in progress to assure its conformance with plans approved by the Design Committee. The Design Committee may condition its approval of any proposed construction on such changes and conditions as it deems appropriate in conformance with the Association Rules and Utah Code, and may require submission of additional plans and specifications or other information prior to approving or disapproving any proposed construction. The Design Committee has authority to require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, site plans, landscape plans, drainage plans, elevation drawings and description and samples of exterior materials and colors.

(b) Design Committee Postponement of Action. Until receipt by the Design Committee of required plans, samples, specifications, fees, and a certification that all Assessments are paid in full or until successful completion of any required inspection, or after passage of the allowed time for construction, or at any point where construction is not performed according to approved plans, the Design Committee may postpone review of any plan submitted for approval and may prohibit any or further construction.

(c) Sole Discretion of Design Committee in Reviewing Applications. In reviewing applications, the Design Committee, in its sole discretion, shall take into consideration aesthetic factors, including but not limited to, the architectural design, placement, height and scale of buildings and structures, landscaping, color schemes, exterior finishes and materials, lighting, signage and similar features. The Design Committee shall not be responsible for reviewing nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with any building or other codes or any governmental requirements.

8.4 Meetings of the Design Committee. The Design Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Committee may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on behalf of the Design Committee. In the absence of such designation, the vote of or the written consent taken without a meeting of a majority of the Design Committee shall constitute an act of the Design Committee.

8.5 No Waiver of Future Approvals. The approval by the Design Committee of any construction of Improvements shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposed construction subsequently submitted for approval or consent.

8.6 Compensation of Members. The members of the Design Committee may be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. Such compensation shall be set by the Board from time to time.

8.7 Final Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder, the Owner shall give written notice of completion to the Design Committee.

(b) Within fifteen (15) days thereafter, the Design Committee or its duly authorized representative shall inspect such Improvement. If the Design Committee finds that work was not done in substantial compliance with the approved plans, it shall notify the

Owner in writing of such noncompliance within such fifteen (15) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of fifteen (15) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Design Committee shall notify the Board in writing of such failure. The Board shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board ruling, unless the time to remedy the noncompliance reasonably may take longer, in which case the Owner may request a reasonable extension of time to remedy the noncompliance. If the Owner does not comply with the Board ruling within such period, the Board may pursue any lawful remedy, including removal of the noncomplying Improvement. The Owner shall reimburse the Association, upon demand, for all expenses, including interest on monies expended and attorneys' fees, incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall have all remedies allowed under this Declaration to collect such expenses.

(d) If for any reason the Design Committee fails to notify the Owner of any noncompliance within fifteen (15) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

8.8 Nonliability of Design Committee Members. Neither the Design Committee nor any member thereof shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Design Committee or a member thereof.

IX. CONSTRUCTION PROCEDURES.

9.1 Exemption of Declarant. Nothing in this Declaration shall limit the right of Declarant to complete any excavation, grading and construction of Improvements to any Lot owned by Declarant or to alter or make such additional Improvements as Declarant deems appropriate in the course of development of the Real Property. Declarant need not seek nor obtain Design Committee approval for the construction or alteration of any Improvement constructed or placed by Declarant on any Lot owned by Declarant.

X. EASEMENTS.

10.1 Continued Power to Grant Easements by Declarant. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject

to all easements heretofore or hereafter granted by Declarant. Declarant hereby reserves for the benefit of the Association and for Declarant itself the right of Declarant to grant additional easements, licenses and rights of way, including easements to utility companies and governmental entities, for any purpose over or through the Real Property as may be necessary or appropriate for the proper development of the Real Property until close of escrow for the sale of the last Lot in the Real Property to a purchaser. Subject to Sections 10.2 and 10.3 below, nothing herein shall be construed as reserving the right in Declarant to grant easements over Lots after Declarant has conveyed fee simple title to such Lot to another Owner.

10.2 Grant of Access and Parking Easements. Each Owner of a Lot (“Granting Owner”) hereby grants to every other Owner of a Lot, its tenants, customers, clients, visitors, guests, licensees, invitees, agents and employees an easement for vehicular and pedestrian ingress and egress across and through the Granting Owner’s driveway, roadway and walkway areas within the Granting Owner’s Lot. Each Granting Owner hereby grants to every other Owner, its tenants, customers, clients, visitors, guests, licensees, invitees, agents and employees an easement to park vehicles within the Granting Owner’s designated parking areas located on Granting Owner’s Lot. It is the intent of the Owners in granting the reciprocal or cross easements herein to provide for vehicular and pedestrian ingress, egress, parking within and access through every other Owner’s driveway, roadway , walkway areas and parking areas to benefit and enhance the accessibility to and traffic and pedestrian flow through each Owner’s Lot.

10.3 Reservation to Grant Further Access and Parking Easements by Declarant. Declarant hereby reserves the right to grant easements over any Lots of the Flangas Crossing Subdivision, and for the benefit of any Owner’s tenants, customers, clients, visitors, guests, licensees, invitees, agents and employees for vehicular and pedestrian ingress and egress across and through the driveway, roadway and pedestrian areas of any portion of the Real Property and any Lot thereof. Notwithstanding anything herein to the contrary, each Owner of a Lot acknowledges and warrants that Declarant shall have the continuing power and authority to grant and record such easements described in this section 10.3 against that Owner’s Lot at any time while Declarant owns all or any portion of Lot 1 (or a portion of Lot 1 as such Lot may be further subdivided into smaller lots), Flangas Crossing Subdivision, and that such easements shall encumber such Lot against which any such easement may be recorded, notwithstanding that Declarant may have previously conveyed fee simple title of a Lot to a new Owner before recording such easement.

XI. MISCELLANEOUS.

11.1 Reservation of Right to Expand Project. Declarant reserves the right to expand the Project by adding additional real property to the Project to become a part of the Association and to be governed and controlled by this Declaration, the Articles of Incorporation, Bylaws and any Association Rules.

11.2 Project not a Cooperative nor a Condominium Development. The Project is not a cooperative nor a Condominium development.

11.3 Term. The covenants, conditions and restrictions of this Declaration shall run until the end of the year 2035 unless amended or terminated as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless this provision is amended, or this Declaration is canceled or revoked by a written instrument executed by seventy five percent (75%) or more of the Owners, and such written instrument is recorded with the Salt Lake County Recorder.

11.4 Amendment.

(a) By Declarant. While Declarant has Administrative Control of the Association, the provisions of this Declaration may be amended only by Declarant.

(b) By Owner. When Declarant no longer has Administrative Control of the Association, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of sixty seven percent (67%) or more of the Owners.

(c) Effective Date. Any amendment shall be effective upon its recordation with the Salt Lake County Recorder.

(d) Rights of Declarant. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to amend, affect, limit in any manner or render invalid any rights which Declarant has reserved in this Declaration without the written consent of Declarant.

(e) Rights of Beneficiary. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or invalidate the rights of the beneficiary under any recorded deed of trust or the mortgagee of a mortgage upon a Lot made in good faith and for value and previously recorded to any amendment, provided that after the foreclosure of any such deed of trust or mortgage, such Lot shall remain subject to the Declaration and any previously recorded amendments thereto.

11.5 Notices. Any notices or demands required or desired to be given by any party hereto shall be in writing and shall be given by hand delivery, by telecopier, by U.S. mail, postage prepaid and certified, return receipt requested, or by other established express delivery service (such as Federal Express), delivery charge prepaid, to the appropriate party at the addresses set forth in the records of the Association. Notices delivered personally shall be deemed delivered as of the date of delivery. Notices faxed shall be deemed delivered as of the date of transmission. Notices mailed shall be deemed delivered upon deposit of the notice in the United States mail or with the delivery service. The person and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party.

11.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and enhance the aesthetic and economic value of the Real Property. This Declaration shall be construed and governed by the laws of the State of Utah.

11.7 Enforcement and Nonwaiver.

(a) Right of Enforcement. Only Declarant, the Association, the Board, or the duly authorized agents of any of them shall have the right to enforce any or all of the provisions of the Declaration.

(b) Violations and Nuisance. Every act or omission whereby any provision of the Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or Association.

(c) Violation of Law. Any violation of any state, municipal or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any property within the Real Property is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

(d) Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

(e) Nonwaiver. The failure to enforce any of the provisions of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said Declaration.

(f) Compliance with Provisions of Declaration, Articles, Bylaws, Rules and Regulations of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws, any Association Rules, including Design Committee Rules, adopted from time to time by the Board or the Association, and any decisions

made and resolutions adopted from time to time by the Board or Association. Failure to comply with any of the same may be grounds for seeking any remedies allowed hereunder or under Utah law, including without limitation, the imposition of reasonable late fees, interest, fines and other reasonable charges as allowed herein, the filing of liens and the enforcement thereof, the commencement of actions to recover any sums due, damages, injunctive relief and the suspension of Owner's voting rights in the Association.

(g) Attorneys' Fees. In the event that the Association or an Owner retains an attorney to enforce any right or duty arising out of this Declaration, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted, including bankruptcy and appeals proceedings.

11.8 Construction.

(a) Restrictions Severable. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(b) Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

(d) Exhibits. All exhibits attached to this Agreement are hereby incorporated into this Agreement by reference.

(e) In the event that (i) this Declaration is recorded before the final Plat of the Flangas Crossing Subdivision is recorded and (ii) a parcel of the Real Property is sold or conveyed to a Person, then any reference herein to a Lot shall fully apply to that parcel of Real Property sold and conveyed. Once the Flangas Crossing Subdivision is recorded, any such parcel shall be referred to by its Lot number corresponding to such parcel on the Plat.

11.9 Mediation and Arbitration of Disputes. Disputes which arise under this Declaration are to be resolved as follows:

(a) Mediation.

(i) Disputes may first be submitted to mediation. Any party may have the right to begin the process by giving the other party a written notice requesting

mediation, describing the issues involved. A mutually agreeable mediator and a time frame for the mediation meetings shall be agreed upon. The parties and the mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential and non-discoverable in subsequent arbitration or litigation, if any. If the parties can agree upon a mutually acceptable agreement, it shall be reduced to writing, signed by all parties, and the dispute shall be at an end. The costs of mediation shall be shared equally by the parties.

(ii) If, after continuing the mediation process, the parties recognize that the dispute cannot be successfully mediated, or if any party refuses to mediate or to name a mutually acceptable mediator and a timeframe for mediation within a period of time that is reasonable considering the urgency of the disputed matter, then the parties shall proceed as set forth in Section 11.9(b) below.

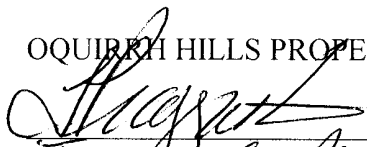
(b) Arbitration. In the event any dispute between the parties cannot be resolved by mediation, the parties shall submit their dispute to arbitration. The parties agree to select a mutually acceptable, disinterested party to act as an arbitrator of their dispute. The parties agree that an arbitrator shall be selected within thirty (30) days of notice given by the party requesting arbitration to the other party. The arbitration shall occur within ninety (90) days of the selection of the arbitrator, unless the parties agree to extend the time therefor. The parties shall be bound by the decision of the arbitrator and the arbitrator may award attorneys fees as part of the arbitrator's decision.

(c) Other Relief. Nothing herein shall prevent any party from seeking injunctive relief where appropriate under the law. The Association shall not be required to mediate or arbitrate any action to collect any Assessment or Other Charges charged to an Owner or any action by the Association to foreclose an Assessment Lien.

(d) Jurisdiction and Venue. All disputes shall be litigated, mediated or arbitrated in the County of Salt Lake. Declarant, the Association and all Owners hereby expressly consent and submit to the jurisdiction of the courts of the State of Utah.

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

OQUIRRH HILLS PROPERTY, LLC

By: 
Its: THOMAS C. PRALL
MANAGER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OQUIRRH HILLS PROPERTY OWNERS ASSOCIATION - 20

REVISED 2/10/13 @ 4:05 pm

STATE OF Utah)

SS.

County of Salt Lake)

On this 11th day of February, 2012³, before me, a Notary Public in and for said State, personally appeared Thomas C. Praggostis known or identified to me to be the Manager of OQUIRRH HILLS PROPERTY, LLC, a Nevada limited liability company, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in the name of and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cathy C Prestwich

NOTARY PUBLIC in and for

the State of Utah

residing at Salt Lake City, UT

Commission expires 03/17/2013

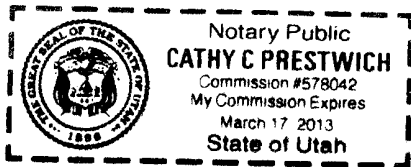


EXHIBIT A-1

(LEGAL DESCRIPTION OF REAL PROPERTY)

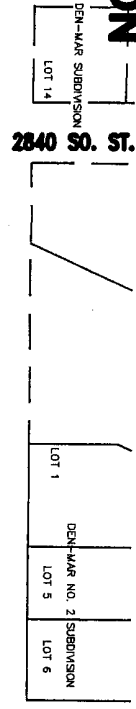
PROPERTY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTH LINE OF A STATE HIGHWAY WITH A HALF WIDTH OF 33 FEET, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 52, OQUIRRH HILLS SUBDIVISION OF SALT LAKE COUNTY ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH, SAID POINT ALSO BEING NORTH 89°30'05" WEST 631.51 FEET AND NORTH 00°11'35" EAST 27.40 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°50'33" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF A STATE HIGHWAY 404.11 FEET; THENCE SOUTH 00°22'47" WEST 100.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE BEING CONCAVE TO THE SOUTH AND WEST AND HAVING A RADIUS OF 600 FEET; THENCE ALONG THE CURVE 110.47 FEET (CHORD BEARS SOUTH 45°03'52" EAST 110.31 FEET); THENCE SOUTH 00°23'10" WEST 33.60 FEET; THENCE SOUTH 89°36'30" EAST 109.59 FEET TO THE WEST RIGHT-OF-WAY LINE OF 8400 WEST STREET WITH A HALF WIDTH OF 40 FEET; THENCE SOUTH 00°11'35" WEST ALONG SAID RIGHT-OF-WAY 1282.44 FEET TO THE NORTH LINE OF FLANGAS SUBDIVISION; THENCE THE FOLLOWING THREE COURSES ALONG THE NORTH LINE OF SAID SUBDIVISION: (1) NORTH 89°35'04" WEST 189.59 FEET, (2) NORTH 00°38'16" EAST 10.00 FEET, AND (3) NORTH 89°35'04" WEST 49.95 FEET; THENCE NORTH 00°38'16" EAST 115.00 FEET; THENCE NORTH 89°35'04" WEST 250.00 FEET; THENCE NORTH 00°24'56" EAST 25.00 FEET; THENCE NORTH 89°35'04" WEST 103.03 FEET TO THE EAST LINE OF PROPERTY OWNED BY THE BOARD OF EDUCATION OF GRANITE SCHOOL; THENCE RUNNING NORTH 00°11'35" EAST ALONG SAID EAST PROPERTY LINE AND ALSO ALONG THE EAST LINE OF THE OQUIRRH HILLS SUBDIVISION 1332.77 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2
(MAP OF REAL PROPERTY)

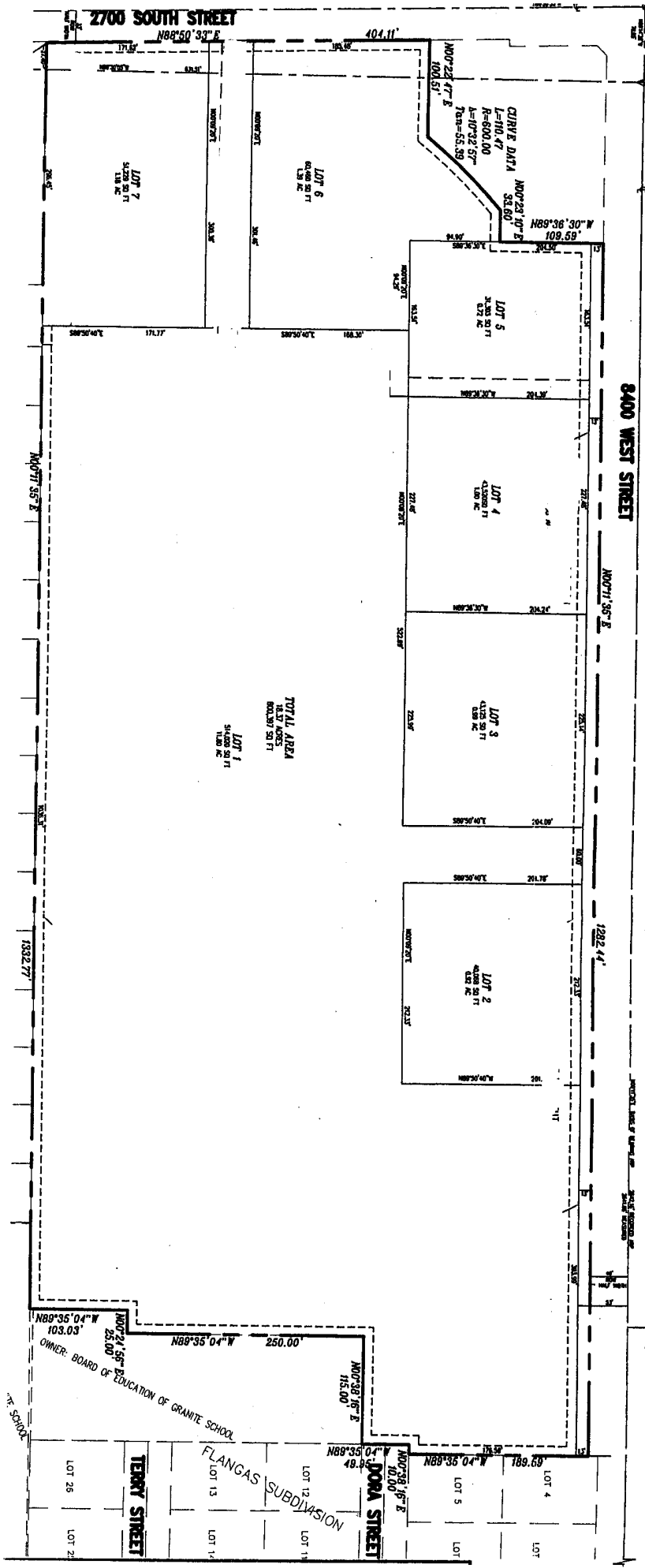
FLANGAS CROSSING SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 29
TOWNSHIP 1 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN



2840 SO. ST.

2910 SO. ST.



TOTAL AREA
18.17 ACRES
800,397 SQ. FT.

OWNER: BOARD OF EDUCATION OF GRANITE SCHOOL