

PAGE (X) INDEX (+) ABSTRACT (✓) PLAT () CHECK ()

\$35.50

NO 142463 DATE 6-2-87 TIME 9:54 FEE 35.50
REC FOR Daniels Summit Corp. BOOK 191 PAGE 218-288
RECORDER JOE DEAN HUBER BY BRUCE BAILEY
Wasatch County, State of Utah

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND MANAGEMENT POLICIES**

THIS DECLARATION, made on the date hereinafter set forth by Brent C. Hill as President and Audrey C. Hill as Secretary of the Daniels Summit Corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Wasatch County, State of Utah, which is more particularly described as:

LEGAL DESCRIPTION

Daniels Summit Estates

That parcel of land in Wasatch County, State of Utah, being a portion of Section 15, Township 6 South, Range 6 East, Salt Lake Base and Meridian described as follows:

Beginning at the North Quarter Corner of said Section 15 having State Plane Rectangular Coordinates of X = 2,069,353.413 and Y = 718,773.627 (based on Lambert Conformal Projection, Utah Central Zone) as shown of Utah Department of Transportation Right of Way Map entitled "Mc Guire Canyon to Forest Boundary", Project Number RF-015-1(8), Sheet 8;

THENCE South 660.00 feet;
THENCE East 330.00 feet;
THENCE South 660.00 feet;
THENCE East 330.00 feet;
THENCE South 923.68 feet more or less to the Northerly Right of Way line of US Highway 40 as described in a Final Order of Condemnation recorded as Entry No. 113740 on August 7, 1978 in Book 120, Pages 95 to 97, Official Records of Wasatch County;
THENCE along said Northerly Right of Way Line of US Highway 40 North 35 degrees 42 minutes 34 seconds West 1907.89 feet;
THENCE continuing along said Northerly Right of Way Line of US Highway 40 North 30 degrees 42 minutes 03 seconds West 404.29 feet more or less to the intersection with a line which is:

West 660 feet, and South from the point of beginning of this description;

THENCE leaving said Northerly Right of Way Line of US Highway 40 along said last mentioned line North 346.87 feet more or less to a point which is West 660.00 feet from the point of beginning of this description;

THENCE East 660.00 feet to the point of beginning of this description.

The above described parcel of land contains 25.02 acres, more or less.

NOW THEREFORE, Declarant does hereby declare that all of the lots and parcels of land described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following limitations, covenants, agreements and restrictions, conditions, easements, management policies, and charges, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and the sale of said lands, and are declared, established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, and every part thereof. All of the limitations, covenants, restrictions, conditions, easements, management policies, and charges shall run with the land and shall be binding on all parties having or at any time hereafter acquiring any right, title, or interest in the described lands, or any part thereof and shall inure to the benefit of each owner thereof. The limitations, covenants, agreements, restrictions, conditions, easements, management policies, and charges referred to herein are as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association shall mean and refer to Daniels Summit Estates Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as:

LEGAL DESCRIPTION

Daniels Summit Estates Common Area

That parcel of land in Wasatch County, State of Utah, being a portion of Section 15, Township 6 South, Range 6 East, Salt Lake Base and Meridian described as follows:

Beginning at the North Quarter Corner of said Section 15 having State Plane Rectangular Coordinates of X = 2,069,353.413 and Y = 718,773.627 (based on Lambert Conformal Projection, Utah Central Zone) as shown of Utah Department of Transportation Right of Way Map entitled "Mc Guire Canyon to Forest Boundary", Project Number RF-015-1(8), Sheet 8;

THENCE South 51.09 feet;

THENCE South 27 degrees 51 minutes 02 seconds West 64.09 feet;

THENCE South 42 degrees 21 minutes 27 seconds West 219.00 feet to the beginning of a tangent curve concave to the east and having a radius of 125.00 feet;

THENCE southerly along said curve through a central angle of 41 degrees 39 minutes 32 seconds an arc length of 90.89 feet;

THENCE tangent to said curve South 00 degrees 41 minutes 55 seconds West 201.58 feet to the beginning of a tangent curve concave to the east and having a radius of 125.00 feet;

THENCE southerly along said curve through a central angle of 49 degrees 38 minutes 24 seconds an arc length of 108.30 feet;

THENCE tangent to said curve South 48 degrees 56 minutes 29 seconds East 217.90 feet to the beginning of a tangent curve concave to the west and having a radius of 265.00 feet;

THENCE southerly along said curve through a central angle of 42 degrees 30 minutes 19 seconds an arc length of 196.59 feet;

THENCE tangent to said curve South 06 degrees 26 minutes 10 seconds East 200.61 feet to the beginning of a tangent curve concave to the east and having a radius of 175.00 feet;

THENCE southerly along said curve through a central angle of 20 degrees 28 minutes 40 seconds an arc length of 62.55 feet;

THENCE tangent to said curve South 26 degrees 54 minutes 50 seconds East 230.75 feet to the beginning of a tangent curve concave to the west and having a radius of 225.00 feet;

THENCE southerly along said curve through a central angle of 15 degrees 20 minutes 47 seconds an arc length of 60.27 feet;

THENCE tangent to said curve South 11 degrees 34 seconds 03 minutes East 265.70 feet more or less to the Northerly Right of Way line of US Highway 40 as described in a Final Order of Condemnation recorded as Entry No. 113740 on August 7, 1978 in Book 120, Pages 95 to 97, Official Records of Wasatch County;

THENCE along said Northerly Right of Way Line of US Highway 40 North 35 degrees 42 minutes 34 seconds West 122.25 feet to the true point of beginning of this description;

THENCE leaving said Northerly Right of Way Line of US Highway 40 North 11 degrees 34 minutes 03 seconds West 154.14 feet to the beginning of a tangent curve concave to the west and having a radius of 175.00 feet;

THENCE northerly along said curve through a central angle of 15 degrees 20 minutes 47 seconds an arc length of 48.87 feet;

THENCE tangent to said curve North 26 degrees 54 minutes 50 seconds West 230.75 feet to the beginning of a tangent curve concave to the east and having a radius of 225.00 feet;

THENCE northerly along said curve through a central angle of 20 degrees 28 minutes 40 seconds an arc length of 80.42 feet;

THENCE tangent to said curve North 06 degrees 26 minutes 10 seconds West 200.61 feet to the beginning of a tangent curve concave to the west and having a radius of 215.00 feet;

THENCE northerly along said curve through a central angle of 42 degrees 30 minutes 19 seconds an arc length of 159.50 feet;

THENCE tangent to said curve North 48 degrees 56 minutes 29 seconds West 217.90 feet;

THENCE South 18 degrees 34 minutes 12 seconds East 100.83 feet;

THENCE South 32 degrees 41 minutes 31 seconds West 79.61 feet;
THENCE South 67 degrees 47 minutes 57 seconds West 106.85 feet
more or less to the Northerly Right of Way line of US Highway 40
as described in a Final Order of Condemnation recorded as Entry
No. 113740 on August 7, 1978 in Book 120, Pages 95 to 97,
Official Records of Wasatch County;
THENCE along said Northerly Right of Way Line of US Highway 40
South 35 degrees 42 minutes 34 seconds East 929.88 feet to the
true point of beginning of this description.

The above described parcel of land contains 3.18 acres, more or
less.

Section 5. "Roads" shall mean all real property owned by
the Association for the common use and enjoyment of the owners as
shown on the approved plans. The roads to be owned by the
Association at the time of the conveyance of the first lot is
described as follows:

LEGAL DESCRIPTION

Daniels Summit Estates Roadway

That parcel of land in Wasatch County, State of Utah, being a
portion of Section 15, Township 6 South, Range 6 East, Salt Lake
Base and Meridian described as follows:

Beginning at the North Quarter Corner of said Section 15 having
State Plane Rectangular Coordinates of X = 2,069,353.413 and Y =
718,773.627 (based on Lambert Conformal Projection, Utah Central
Zone) as shown of Utah Department of Transportation Right of Way
Map entitled "Mc Guire Canyon to Forest Boundary", Project Number
RF-015-1(8), Sheet 8;

THENCE South 51.81 feet;
THENCE South 27 degrees 51 minutes 02 seconds West 64.09 feet;
THENCE South 42 degrees 21 minutes 27 seconds West 219.00 feet to
the beginning of a tangent curve concave to the east and having a
radius of 125.00 feet;
THENCE southerly along said curve through a central angle of 41
degrees 39 minutes 32 seconds an arc length of 90.89 feet;
THENCE tangent to said curve South 00 degrees 41 minutes 55
seconds West 201.58 feet to the beginning of a tangent curve
concave to the east and having a radius of 125.00 feet;
THENCE southerly along said curve through a central angle of 49
degrees 38 minutes 24 seconds an arc length of 108.30 feet;

THENCE tangent to said curve South 48 degrees 56 minutes 29 seconds East 217.90 feet to the beginning of a tangent curve concave to the west and having a radius of 265.00 feet;
 THENCE southerly along said curve through a central angle of 42 degrees 30 minutes 19 seconds an arc length of 196.59 feet;
 THENCE tangent to said curve South 06 degrees 26 minutes 10 seconds East 200.61 feet to the beginning of a tangent curve concave to the east and having a radius of 175.00 feet;
 THENCE southerly along said curve through a central angle of 20 degrees 28 minutes 40 seconds an arc length of 62.55 feet;
 THENCE tangent to said curve South 26 degrees 54 minutes 50 seconds East 230.75 feet to the beginning of a tangent curve concave to the west and having a radius of 225.00 feet;
 THENCE southerly along said curve through a central angle of 15 degrees 20 minutes 47 seconds an arc length of 60.27 feet;
 THENCE tangent to said curve South 11 degrees 34 seconds 03 minutes East 265.70 feet more or less to the Northerly Right of Way line of US Highway 40 as described in a Final Order of Condemnation recorded as Entry No. 113740 on August 7, 1978 in Book 120, Pages 95 to 97, Official Records of Wasatch County;
 THENCE along said Northerly Right of Way Line of US Highway 40 North 35 degrees 42 minutes 34 seconds West 122.25 feet;
 THENCE leaving said Northerly Right of Way Line of US Highway 40 North 11 degrees 34 minutes 03 seconds West 154.14 feet to the beginning of a tangent curve concave to the west and having a radius of 175.00 feet;
 THENCE northerly along said curve through a central angle of 15 degrees 20 minutes 47 seconds an arc length of 48.87 feet;
 THENCE tangent to said curve North 26 degrees 54 minutes 50 seconds West 230.75 feet to the beginning of a tangent curve concave to the east and having a radius of 225.00 feet;
 THENCE northerly along said curve through a central angle of 20 degrees 28 minutes 40 seconds an arc length of 80.42 feet;
 THENCE tangent to said curve North 06 degrees 26 minutes 10 seconds West 200.61 feet to the beginning of a tangent curve concave to the west and having a radius of 215.00 feet;
 THENCE northerly along said curve through a central angle of 42 degrees 30 minutes 19 seconds an arc length of 159.50 feet;
 THENCE tangent to said curve North 48 degrees 56 minutes 29 seconds West 217.90 feet to the beginning of a tangent curve concave to the east and having a radius of 175.00 feet;
 THENCE northerly along said curve through a central angle of 49 degrees 38 minutes 24 seconds an arc length of 151.62 feet;
 THENCE tangent to said curve North 00 degrees 41 minutes 55 seconds East 201.58 feet to the beginning of a tangent curve concave to the east and having a radius of 175.00 feet;
 THENCE northerly along said curve through a central angle of 41 degrees 39 minutes 32 seconds an arc length of 127.24 feet;
 THENCE tangent to said curve North 42 degrees 21 minutes 27 seconds East 219.00 feet;
 THENCE North 27 degrees 51 minutes 02 seconds East 84.58 feet to a point which is West 27.37 feet from the point of beginning;

THENCE East 27.37 feet to the point of beginning of this description.

The above described parcel of land contains 2.19 acres, more or less.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of the properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to the Daniels Summit Corporation.

ARTICLE II

USE RESTRICTIONS PERTAINING TO RESIDENTIAL LOTS.

Section 1. No single family dwelling, building (addition or accessory thereto), storage shed, garage, carport, patio, fence, or other structure or improvements; shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location, and the approximate cost of such structure or improvement, have been submitted to and approved in writing by the Association. The Association's failure to give notice of its approval or disapproval of such plans and specifications within thirty (30) days after receipt thereof by the Association shall be deemed to constitute its approval thereof.

Section 2. No building, structure, single family dwelling, carport, patio addition or accessory, shall be located on any lot or parcel of land outside the building envelope shown on the

preliminary plans for Daniels Summit Estates. The front lot line, rear lot line and side lot line of each lot and parcel of land shall be defined by the Association, with the recorded map or plat as a reference. The Association may at any time or times, in its sole discretion, release any lot or parcel of land from the restriction contained in this paragraph, upon such terms and conditions as it shall deem appropriate as long as they exceed the Wasatch County Requirements.

Section 3. The Association reserves the right to, but shall have no obligation to enter upon all lots, blocks or parcels of land creating an unsightly appearance, and to charge the owner of said lot, block or parcel of land, the actual cost plus ten (10%) percent for services performed in alleviating said unsightly appearance. Each lot owner shall maintain the entire lot in a neat and clean condition at all times.

In the event that any of the changes made by the Association under this Section 3 shall not be paid when due, all costs and expenses including, but not limited to, attorney's fees incurred by the Association to effectuate collection of said charges, shall be borne by the lot owner.

Section 4. All homes, garages, and outbuildings, must be constructed of log exterior walls, and all single family dwellings must be a minimum of 1000 square feet of living space on the main level (exclusive of porches, patios, garages, carports and storage rooms). All building materials are subject to review and approval of the Architectural Control Committee.

Section 5. Not more than one home or single family dwelling shall be placed on each lot or parcel of land. A lot or parcel of land may be occupied and used for a single family dwelling and for no other use or purpose, except properly approved storage buildings and accessory buildings. Buildings within the development shall conform to the following standards:

- A. The exterior walls of each home shall be constructed of, logs - no other material will be accepted.
- B. The roof material of each home shall be subject to approval of the Architectural Committee.
- C. A concrete or masonry foundation wall shall form a complete enclosure around the perimeter of each home. Piers, walls, or other means of support may be utilized for interior support required for the building.

Section 6. Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded map or plat, over the rear, side and front of each lot or parcel of land (or as otherwise recorded or referred to herein). Within these easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities. The easement areas of each

lot and parcel of land, and all improvements in it, shall be maintained continuously by the owner of said lot and parcel of land. Easement, width is five (5) feet.

Section 7. No noxious, offensive, or dangerous activity shall be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The dumping of trash or garbage of any kind on any lot within the subdivision shall be prohibited. Trash shall be gathered and retained on lots in a proper receptacle. No toxic or exotic chemicals shall be applied to the soil which would violate current state codes with respect to water quality. No oil or grease shall be drained onto soil or pavement areas.

Section 8. The lot owner shall install and maintain a septic tank in compliance with state law and local health ordinances. Nor shall any well or septic tank be constructed on any lot in the tract without the prior written approval of the Association. Single family dwellings must have complete sanitary facilities including among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state, and county health requirements. All wiring, whether inside or outside of the home, must comply with state and local requirements.

Section 9. No manufacturing or commercial enterprise, or enterprise for profit, shall be maintained upon, in front of, or in connection with the use of any lot hereinabove referred to nor shall said lots in any way be used for other than strictly

residential purposes without the prior written consent of the Association. The Association may at any time or times, in its sole discretion, release any lot or parcel of land from the restrictions contained in this paragraph, upon such terms and conditions as it shall deem appropriate.

Section 10. In the event of any violation of any of the covenants, agreements, easements, conditions, or the non-payment of any of the charges herein, the Association, any person, firm or corporation to whom the Association may have assigned the right, or any owner of any lot, block or parcel of land in the tract, may bring actions at law, or in equity for an injunction, or other equitable relief, or an action to foreclose a lien or charge, actions for damages, or any additional remedy which may be available. All such remedies shall be cumulative, and the bringing of such an action, or the failure to do so, by anyone so entitled, shall not affect the right of another to avail himself or itself of any remedy.

Section 11. The failure to bring an action by any land owner, or by the Association, or by any person, firm or corporation to whom the Association may have assigned the right to enforce any restriction, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent therefore; nor shall such failure to enforce any restrictions give to any claim or cause of action against the Association or such land owner.

ARTICLE III

OWNERS EASEMENTS OF ENJOYMENT.

Section 1. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area;

(B) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its rules and regulations set forth in this declaration and as may be published by the Board of Directors of the Association;

(C) The right of the Association to dedicate or transfer all or any part of the Common Area or Roadways to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;

(D) Statement to be placed in all deeds. Fee title to any lot shown on the recorded plat of Daniels Summit Estates shall not extend beyond the lot lines shown thereon. Fee title to all common property has been conveyed to the Association for the

common enjoyment of all the residents, guests, and invitees of Daniels Summit Estates.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1999.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Creation of the lien and personal obligation of assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties.

Section 3. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first lot to

an owner, the maximum annual assessment shall be one hundred (\$100) per lot.

(A) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than seven (7%) percent above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the seven (7%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3a. Exempt property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property

related thereto, or upon the exterior of the properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In its discretion the Association may require that any assessment not be expended by the Association in the year of its collection or it may provide that the assessments be treated as a contribution to the capital of the Association, in the following years, and maintained in a separate capital account until expenditure of such funds is appropriate.

The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in which the expenditure of such funds is appropriate; in such year, the Association shall transfer such funds to the ownership of the Association before making expenditure.

Section 5. Notice and quorum for any action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the



preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots except for unusual exposure or other unusual conditions, and may be collected on a monthly basis.

Section 7. Date of commencement of annual assessments: Due dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified-lot have been paid.

Section 8. Effect of nonpayment of assessment: remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No

owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.'

Section 9. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee, fails to approve or disapprove such

design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to be in full compliance.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and management policies, and reservations, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-

five (75%) percent of the lot owners. Any amendment must also be approved by the Board of County Commissioners, and must be recorded in the office of the County Recorder before such amendment shall become effective.

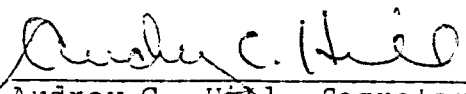
Section 4. Annexation. Additional land may be annexed to the land described in this declaration without the consent of the members within twenty (20) years of the date of this instrument, provided the Planning Commission and Board of County Commissioners determine that the annexation is consistent with the preliminary plan heretofore approved.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 1st day of June, 1987.

Attest:

DANIELS SUMMIT CORPORATION

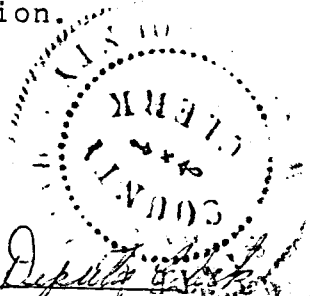

Brent Hill, President


Audrey C. Hill, Secretary

STATE OF UTAH)
) ss
COUNTY OF WASATCH)

On the 1st day of June, 1987, AD

personally appeared before me Brent C. Hill and Audrey C. Hill who being by me duly sworn did say, each for themselves, that he the said Brent is the President, and she, the said Audrey C. Hill is the Secretary of the Daniels Summit Corporation, and that the within the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and that said Brent C. Hill and Audrey C. Hill each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

A circular notary seal with a dotted border. The text inside the seal is partially legible and appears to include "NOTARY PUBLIC" and "STATE OF" followed by some numbers.
Anna M. Multer, Deputy
Notary Public

My Commission Expires:

Residing at: *Wasatch Co*