

ISAAC CONSTRUCTION, INC
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HIGHLAND, UT 84003-3767

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ENT 148652:2003 PG 1 of 10
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Sep 10 10:10 am FEE 82.00 BY SS
RECORDED FOR ISAAC CONSTRUCTION INC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SPRING MEADOWS PLATS "A & B", A PLANNED DEVELOPMENT**
We, the undersigned, owners of the following described real property, to-wit:

SPRING MEADOWS A PLANNED DEVELOPMENT

do hereby make the following declarations as to limitations, restrictions and uses to which the lots of the **SPRING MEADOWS PLAT** ("Subdivision") shall be put, hereby specifying that this Declaration shall constitute covenants to run with all of the land within the above-mentioned Plats as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the Subdivision, this Declaration of restrictions being designated for the purpose of keeping the Subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified, while still allowing for diversity of compatible design, and for the purpose of protecting the investment of property owners and property values.

1. AREA OF APPLICATION

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property listed in the above-described Subdivision property, to wit:

See property description on recorded plat maps of Plats A & B of
SPRING MEADOWS PLATS "A & B", A PLANNED DEVELOPMENT

2. ARCHITECTURAL COMMITTEE

The Architectural Committee ("Committee") shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. The original members of the Committee shall be Isaac Patterson, Bruce Jeppsen, and Michael Hatch for Plat "A" and Isaac Patterson, James Patterson, and Michael Hatch for Plat "B". In the event of death or resignation of any of the initial members, the surviving members of the Committee shall have full authority to appoint another person to fill the vacancy. Except for the initial members of the Committee, subsequent members of the Committee should be residents of the Subdivision at the time of their appointment. Should any subsequent member of the Subdivision move his or her residence outside of the Subdivision, he or she shall then be disqualified to continue to serve and the Committee shall declare a vacancy. Sale or transfer of all ownership interest in any portion of the Subdivision by a subsequent member living in the Subdivision shall constitute resignation from the Committee.

3. RESIDENTIAL AREA COVENANTS

A. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed 2 stories in height and a private garage for not less than two cars and not more than three cars. Roof lines must be kept at 5/12 pitch or higher, unless special permission is granted by the Architectural Committee upon review of plans, specifications, and lot

location. The ground floor of the main structure (rambler or split-level), exclusive of one-story open porches and garages, shall not be less than 1,400 square feet within the outside perimeter of the main structure. Two-story homes shall not be less than 2,000 square feet. These square footage requirements exclude garages, porches, verandas, carports, patios, *etc.*, unless approved by the Committee. Buildings shall meet Pleasant Grove City requirements.

2. Roof Type. The roofing materials shall be either approved wood shingles (with acceptable fire rating), composition asphalt shingles, or roofing tiles.

3. Exteriors. It is recommended exteriors contain ONE HUNDRED per cent (100%) hard surface finish (e.g., brick, rock facades, stucco). This percentage does not include the foundation, eve line, soffit, fascia, gable area, or area above the main ceiling line of the interior of the home. All exteriors, exterior elevations and colors shall be approved by the Committee. Home exteriors shall conform to the general theme of neighborhood design as determined by the Committee. Only mini satellite dishes are allowed (no full-sized satellite dishes). No visible antennae are allowed.

4. Landscaping.

A. Each individual lot shall have the front yard completely landscaped by the title holder within one (1) year of the issuance of a certificate of occupancy, including automatic sprinkler systems. Landscaping is the sole responsibility of the Lot Owner.

B. In order to assure uniformity of street appearance, no trees are to be planted upon city property or property on the street side of any through sidewalk without specific approval of the Committee. The following trees, because of their undesirable characteristics, are prohibited in the **SPRING MEADOWS PLATS "A & B" DEVELOPMENT**:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Placanus Occidentalis	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Bolleana	Bolleana Poplar
Populus Angustifolia	Narrow-leaf Poplar
Populus Deltoides	Carolina Poplar
Populus Fremontii	Fremont's Poplar
Populus Nigra Italica	Lombardy Poplar
Robinia Pseudoacacia	Black Locust
Ulmus Pumila	Siberian Elm

C. Prior to construction, the Lot Owner shall be responsible for clearing weeds and debris.

5. Ingress/Egress. No lot within the Subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of this Subdivision.

6. Building. No building, structure, or fences of any kind shall be constructed until the house plan is approved by the Committee, at which time construction of the home may begin. A building permit must be obtained from Pleasant Grove City Prior to any Construction.

7. Vehicles, RV's, Trailers. Lot Owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicles on the street during their visit, but not to exceed one week at a time. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets.

8. Storage Tanks. No tank for the storage of fuel is allowed in the development.

9. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Pleasant Grove City and as per restrictions recorded with the Plat Map at the County offices.

10. Building Materials. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then, the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground. **In addition to recorded easements, there is an underground-water drain line that runs on the east side of the property and connects on the South side of the subdivision into the existing Mt. Timp Estates Subdivision.** Lot owners are hereby made aware of said line. The Underground-water drain line is responsibility of the Homeowner's Association and each owner shall grant to the HOA the right of access to line for maintenance and repairs purposes, as needed.

12. Nuisances. No noxious, illegal, or offensive activity shall be carried on upon the property at any time nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

13. Signs. No signs, billboards or advertising structures may be erected or displayed on any lot in the Subdivision, except that a single sign, not more than 3x5 feet in size advertising a specific unit for sale or house for rent, or project/construction sign (one per plat) not to exceed 8x12 feet in size, may be displayed on the premises affected.

14. Trash. No trash, ashes or any other refuse may be dumped or thrown on any lot in the Subdivision. All homes must subscribe to city garbage disposal service. Trash cans must be stored out of public sight.

15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

16. Fences. All fences must be approved by the Committee prior to construction of the fence and comply with Pleasant Grove City requirements enforce at the time the fence is constructed.

17. Detention Basin. Nothing temporary or permanent can be built, stored, erected, located or parked in the basin. Only grass (or another suitable ground cover) can be included in the basins landscaping. The basin area may, at the Home Owners Association's discretion, be used as a playground or to play sports that the basin's area would allow.

18. High Water Table. The property found in the Spring Meadows Subdivision has a high water table. It is strongly recommended that each lot owner have it's own Geotechnical Study preformed. The Homeowner's Association shall also be able to provide to lot owners a copy of the Geotechnical Study preformed on the entire property, upon written request. Because of the high water table, extra procedures may be required to construct structures upon property, and depths of basements may also be limited. Risk of the high water table, building structures, and potential cost of extra building procedures are bore solely by buyer.

NEW BUILDING AND PROCEDURE

1. To maintain a degree of protection to the investment which homeowners in this area may make, homes of customary design are requisite.

2. Preliminary Plans. (To be filed for approval and accepted before final plans are begun.) Preliminary Plans shall include as minimum the following:

- A. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- B. Floor plans of each floor level to scale.
- C. Elevations to scale of all sides of the house.
- D. One major section through house.
- E. A perspective (optional).

Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence.

3. Final Plans. (To be filed for approval and accepted before construction is begun.) Final Plans shall include as minimum the following:

- A. Plot plans to scale showing the entire site, buildings, garages, walks, drives, and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- B. Detailed floor plans.
- C. Detailed elevations, indicating all materials and showing existing and finished grades.
- D. Detailed sections, cross and longitudinal.
- E. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, *etc.*

Specifications shall give complete descriptions of materials to be used. Descriptions of

exterior materials should be supplemented with a notation of the colors to be used on the exterior of the residence.

4. Committee Procedure. The members of the Committee in agreement that constitute a majority shall affix their signatures to any plans upon which the Committee has taken action, shall indicate the date of the action, and shall indicate the nature of the actions. On occasions when a member of the Committee shall be in opposition, a majority of two in favor shall govern.

- A. That the Committee shall accept or reject:
 1. Preliminary Plans of proposed residences (as defined herein).
 2. Final Plans of proposed residences (as defined herein).
 3. Planning Problems or complaints by property owners.

B. The Committee has the authority to judge buildings, materials, fences, painting, *etc.*, on whatever basis available to it with the aim of preserving what it feels are the best interest of the property owners represented. These shall include aesthetics, permanence of materials, *etc.* All decisions of the Committee shall be final.

C. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where the Owner shall be informed of the nature of the cause of the action so that the Owner can take the steps necessary toward obtaining approval of the plans. The Committee shall have 2 weeks to review plans.

D. In the event the Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the structure shall conform to and be in harmony with existing structures in the Subdivision and with the other provisions herein contained.

5. GENERAL PROVISIONS

A. Extent of Obligation. These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, their successors and assigns as a general plan for the benefit of the Subdivision.

B. Amendment. These covenants can be terminated or amended by agreement in writing signed by two-thirds (2/3) of the property owners in the Subdivision and by approval of the Pleasant Grove City Council.

C. Enforcement. In the event of violation of any of these covenants, the Architectural and Landscape Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the Subdivision. Pleasant Grove City may also enforce these covenants at its sole discretion.

D. Severability. Invalidation of any one of these covenants by judgment or

court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

E. No Recourse. The protective covenants, conditions, and restrictions set forth in this Declaration are established for the benefit of the **SPRING MEADOWS PLATS "A & B" A PLANNED DEVELOPMENT**. Any damage, loss, claim, or liability which might arise due to any decision, act, or failure to act regarding this Declaration, by the Undersigned or any of its agents, shall be exempt from any civil claim or action brought by any person owning or having an interest in any Lot or property within the Subdivision, or by any other person. The Undersigned shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied). Any errors or omissions in the design of any building or landscaping or any violation of city or county ordinance is the sole responsibility of the Owners/Buyers. In the event proper procedures have not been followed in regards to any of these covenants, conditions, and restrictions, these

covenants, conditions and restrictions will continue to govern and preside in full force and effect and will remain fully enforceable to all property Owners.

6. HOMEOWNERS ASSOCIATION

A. Homeowners Association Purposes. To effectively enforce this Declaration, the Declarant has created a Utah Non-Profit corporation called The Spring Meadows Homeowners Association, Inc. The Association is comprised of the Owners of Dwelling Units and Lots within the Spring Meadows Subdivision, and is established to perform the functions set forth herein or as otherwise agreed by the Owners and to exercise the rights and powers set forth herein or as otherwise agreed by the Owners for the benefit of the Owners and for the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Dwelling Unit and/or Lot, and is transferable only in conjunction with the transfer of the title to the Dwelling Unit and/or Lot. The association shall have and exercise, as necessary, the following powers:

B. Enforcement Powers. Each individual Owner shall have the right to enforce this Declaration by actions in law or equity brought in his own name. The Association shall also have the power to enforce this Declaration by actions in law or equity, and may retain professional services and incur expenses for that purpose. The Officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. The Directors of the Association shall have the right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may also appear individually.

C. Maintenance Responsibilities. The Association shall own portions of the Property within the Subdivision (dedicated open space). The responsibility to maintain and properly control these properties and rights, when granted, vests in the Association, which has the power to perform maintenance services, construct Permitted Improvements, and in all other respects manage or supervise the management of those portions of the Property. Declarant hereby grants such easement and maintenance responsibility to the Association for the Amenities located in the dedicated open space.

D. Assessments. The Association has the power to levy assessments against each Dwelling Unit as necessary to carry out its functions. All assessments will be equal on all improved Dwelling Units and non-applicable on vacant Lots. Assessments will be made annually to meet the anticipated and recurring expenses of the Association including, but not limited to, the costs of landscape maintenance, water for irrigation, electrical power costs, insurance costs, reimbursement of expenses incurred by the Directors and Architectural Committee in performance of their obligations, and enforcement of this Declaration. Notice of the assessment and the proposed amount of the annual Assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the owners.

The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessments will be levied without approval of the Owners in a meeting called for that purpose.

E. Assessments Constitute Lien. Any validly imposed assessment by the Association shall constitute a lien against the Dwelling Units in the Subdivision. The lien of the Association against any Dwelling Unit shall have priority from the date that the first Notice of Lien on a specific Dwelling Unit is recorded in the office of the Utah County Recorder, shall be collected prior to any sale of the liened unit, and is subordinate to any previously recorded liens or encumbrances filed against that Dwelling Unit, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay assessments is a personal obligation of the Owner of each Dwelling Unit, and the Association may proceed to collect against the Owner, or the prior Owner of any Dwelling Unit in the event of a sale. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts in deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Dwelling was acquired by the Mortgagee or Beneficiary under a Trust Deed.

F. Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Dwelling Unit and/or Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

G. Formative Documents. The Articles of Incorporation and the By-Laws of the Association are included as Exhibits "C" and "0" respectively to this Declaration, and are incorporated by reference as part of this Declaration.

H. Insurance. The Spring Meadows Homeowners Association shall at it's own discretion secure and maintain the following insurance coverage as voted upon and deemed necessary by the Property Owners.

7. ASSESSMENTS

A. Agreement to Pay Assessments. The Declarant, for each Dwelling Unit (and/or lot owner as appurtenant) and as the Owner of the Land and Property and every part thereof, hereby covenants and each Owner of any Lot by the acceptance of a deed or other instrument of conveyance and transfer therefore, whether or not it be so expressed in said deed or other instrument, shall be deemed to covenant and agree with each other Owner and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration, any special assessment for capital

improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article. **The initial monthly assessment shall be \$20.00 for all homes, once completed. Payments shall start and be required once final occupancy permits are given for a dwelling. The Home Owner Association, with each owner and resident shall meet on the 15th of January every year to determine if a rate change is necessary. However, any increase/decrease in the monthly assessment rate shall be limited to no greater than a TEN PERCENT (10%) annual change in rate.**

B. Annual/monthly Assessments. Annual/Monthly Assessments shall be computed by the Board of Directors of the Association and assessed against all Dwelling Units in the Subdivision based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the performance of the obligations of the Association and the maintenance and operation of any Common Areas, features or facilities. Such estimated expenses may include, without limitation, the following: Expenses of management; real property taxes and special assessments on the Common Areas; premiums for all insurance that the Association is required or permitted to maintain hereunder; utility fees for Common Areas; repairs and maintenance of the Common Areas; wages for Association employees, including fees for a Manager (if any); legal and accounting fees; any deficit remaining from a previous period; creation of reasonable contingency reserve, major maintenance reserve, and/or surplus or sinking fund; creation of an adequate reserve fund for maintenance repairs and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, where such reserve is to be funded by monthly payments rather than extraordinary special assessment; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this section shall be part of the Common Expense Fund.

C. Rate of Assessment. The Common Expenses shall be apportioned and assessed to all improved Dwelling Units (there shall be no assessments on vacant Lots) at a uniform rate, which shall be in proportion to the number of completed Dwelling Units in the Subdivision. **The initial monthly assessment shall be \$20.00 for all homes, once completed. Payments shall start and be required once final occupancy permits are given for a dwelling. The Home Owner Association, with each owner and resident shall meet on the 15th of January every year to determine if a rate change is necessary. However, any increase/decrease in the monthly assessment rate shall be limited to no greater than a TEN PERCENT (10%) annual change in rate.**

D. Annual Budget. Annual/monthly assessments shall be made on a calendar year basis; provided, however that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Association as the date of commencement of the Project. The Association shall give written notice to each Owner of the proposed budget and the estimated amount of the annual assessment, based upon such proposed budget, with respect to his Lot not less than thirty (30) days or more than sixty (60) days prior to the beginning of the calendar year. The budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, reserves, and any deficit or surplus from the prior operating period. The Annual Budget shall be submitted to the vote of the Members of the Association in accordance with the By-laws at a meeting of the Owners to be held not less than twenty (20) days prior to the beginning of the calendar year. The Annual Budget, as approved, amended or modified at such meeting of the Owners, shall serve as the basis for the annual assessments for the upcoming calendar year and as the major guideline under which the Association shall be operated during such annual period.

E. Payment. Each Annual/monthly Assessment shall be due and payable in monthly installments the 1st day of each and every month. Each annual or monthly assessment shall bear interest at the rate of twelve (12) percent per annum from the date it becomes due and payable if not paid within (30) days after such date. In addition, in the event that any installment of the Annual Assessment is not paid within thirty (30) days of the date such installment becomes due, the Association may, at its option, and upon thirty (30) days prior written notice to the Owner accelerate the due date for all remaining installments for the calendar year and all accrued but unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said thirty (30) day notice period and interest shall accrue on the entire sum at the rate of twelve percent per annum from such date until paid in full. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date thirty (30) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration

F. Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section G. below, except that the vote therein specified shall be unnecessary.

G. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board of Directors on behalf of the Association may, levy, at any time and from time to time, upon the affirmative vote of at least sixty-seven percent (67%) of the members of the Association, special assessments (hereinafter "special Assessments"), payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas, facilities and improvements of the Subdivision, or for any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source or authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners on the same basis as set forth in Section C (namely in proportion to the number of Lots in the Subdivision). Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of twelve percent (12%) per annum from the date such portions become due if not paid within thirty (30) days after such date.

H. Lien for Assessments. All sums assessed to a Dwelling Unit pursuant to the provisions of this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner, and a description of the Dwelling Unit. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Utah County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. The lien shall remain on property until payment in full is made, or other settled by other legal remedies allowed by law.

I. Subordination of Liens to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or deed of trust.

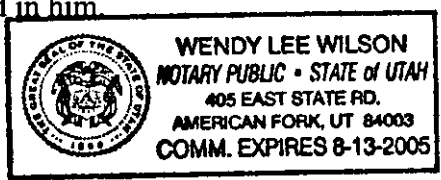
DATED this 29th day of August, 2003.

Isaac Construction, Inc.

[Signature]
By: Isaac Construction, Inc
Its: Isaac Patterson, President

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On this 29th day of August, 2003, personally appeared before me, Isaac T. Patterson, who is the President of Isaac Construction, Inc., who being by me first duly sworn did say that he executed the foregoing instrument on behalf of Isaac Construction, Inc. pursuant to the authority vested in him.



[Signature]
NOTARY PUBLIC

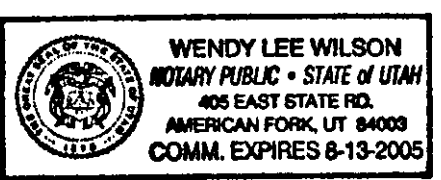
DATED this 29th day of Aug, 2003.

Concept Construction & Development, Inc.
+ Development Inc.

[Signature]
By: Bruce Jeppsen
Its: V.P.

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On this 29th day of August, 2003, personally appeared before me, Bruce Jeppsen, who is the Vice Pres of Concept Construction & Development, Inc., who being by me first duly sworn did say that he executed the foregoing instrument on behalf of Concept Construction & Development, Inc. pursuant to the authority vested in him.



[Signature]
NOTARY-PUBLIC