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RECORDED
SEP - 8 2000
Lots 1 thru 40
Parcels A, B, C + D
Jessi's Meadow PUD
06-192-0001 thru
0040

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 SEP 8 3:20 PM FEE 121.00 DEP DJW
REC'D FOR PRINCE, ALAN

When Recorded, Return To:
Prince Development Company, L.L.C.
Attn: Alan J. Prince
307 West 200 South, Suite 3004
Salt Lake City, UT 84101

Declaration of Covenants, Conditions and Restrictions

of

Jessi's Meadow

a Planned Unit Development

made by

Prince Development Company, L.L.C.

September 1, 2000

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF JESSI'S MEADOW, A PLANNED UNIT DEVELOPMENT**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made and entered into as of this 6th day of September, 2000, by PRINCE DEVELOPMENT COMPANY, L.L.C., a Utah limited liability company ("Prince"). This Declaration establishes a planned unit development to be known as "Jessi's Meadow," a planned unit development, in contemplation of the following facts and circumstances:

- A. Jessi's Meadow, established by and subject to this Declaration, is situated in and upon the following described real property (the "Property") situated in West Bountiful City, Davis County, State of Utah, and more particularly described as follows:

Beginning at a point on the North Right of Way line of 400 North Street, said point being South 89°51'41" West along the Monument line of said street 1049.71 feet and North 0°08'19" West 33.00 feet from the Monument in the intersection of 400 North and 1100 West Streets, said monument being North 89°59'27" West along the Section line 277.12 feet, and South 0°27'23" East along the Monument line of 1100 West Street 2258.59 feet from the Northeast corner of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°51'41" West along said North right of way line 211.19 feet; thence North 0°45'06" West along a fence line 436.47 feet; thence South 89°55'15" West 98.25 feet to a fence; thence North 0°20'50" West along said fence 907.59 feet to a fence corner; thence North 88°30'03" West along a fence line 475.88 feet; thence North 88°40'28" West along said fence 794.49 feet to a fence corner; thence North 05°17'44" West along a fence line 449.84 feet; thence North 89°31'45" East along a fence line 2148.77 feet; thence South 25.00 feet; thence North 89°35'55" East 485.57 feet to the West right of way line of 1100 West Street; thence South 0°27'23" East along said West right-of-way line 85.17 feet; thence South 89°36'10" West 485.87 feet to a fence; thence South 0°14'55" East along said fence 419.28 feet to a fence corner; thence South 85°32'59" East 39.33 feet to a fence corner; thence South 0°41'09" East along a fence line 784.98 feet; thence South 89°33'35" West 217.72 feet; thence North 0°26'25" West 405.62 feet; thence North 88°22'38" West 219.58 feet to a fence; thence South 0°26'25" East along said fence 83.15 feet; thence North 89°51'41" West 131.26 feet to a fence; thence South 0°14'41" East along said fence 849.71 feet to the point of beginning. Contains 1,767,391 square feet or 40.57 acres. 40 Lots.

- B. Prince is currently the owner in fee simple of the Property described in Recital A.

- C. Prince has undertaken to subdivide and develop the Property as a planned unit development to be used for residential purposes, subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens as stated herein.

Now therefore, the Declarant does hereby make and consent to the Declaration as follows:

ARTICLE I
Definitions

Certain capitalized terms used in this Declaration shall have the meanings set forth in this Article I.

1.1 Architectural Control Committee shall have the meaning given to such term in Article VI.

1.2 Articles shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

1.3 Assessments shall mean collectively Regular Assessments, Special Assessments or any other levy made by the Association pursuant to this Declaration, or, if the context requires, any or all of these, as applicable.

1.4 Association shall mean the Jessi's Meadow Owners Association, a Utah non-profit corporation.

1.5 Association Fund shall mean the primary operating fund of the Association and repository of all Assessments and any other funds owned by the Association.

1.6 Board of Trustees or Board shall mean the governing board of the Association, appointed or elected in accordance with this Declaration and the Articles and Bylaws.

1.7 Bylaws shall mean the Bylaws of the Association adopted by the Association.

1.8 Change Date. Said term is defined in Section 6.2 below.

1.9 City shall mean West Bountiful City, Utah.

1.10 Common Areas shall mean all bridle/jogging paths within the Project. While these areas are designated as "Common Areas," and may be used by all Owners, their guests, and invitees, they will also be subject to use by the general public and possible future dedication to the City. Common Areas may be subject to Easements as provided herein.

1.11 Common Expenses shall mean all costs and expenses which may be incurred by the Association in the management, control, maintenance and operation of all areas of the Project for which the Association shall have responsibility in accordance with the provisions of this Declaration or in accordance with an agreement or agreements with the City, including without limitation, Common Areas and Common Improvements. The term Common Expenses shall be liberally construed to include all expenses of the Association and shall include; expenses of management; governmental taxes and special assessments, if any; real property taxes charged or levied against all Common Areas and/or Common Improvements, if any; premiums for all insurance that the Association is required or permitted to obtain and maintain hereunder; repairs and maintenance of the Common Areas and Common Improvements; wages for Association employees including a Manager, if any; legal and accounting fees; any deficit remaining from a previous accounting period; creation of a reasonable contingency reserve or surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners or by reason of this Declaration.

1.12 Common Improvements shall mean all walkways, paths, landscaping, sprinkler and irrigation systems, drainage systems and all other similar or dissimilar improvements which have been or will be constructed or installed for the use and enjoyment of all Owners notwithstanding that such improvements may be on, across, or under any individual Lot.

1.13 Construction Period. Said term is defined in Section 6.6 below.

1.14 Declarant shall mean Prince Development Company, L.L.C., a Utah limited liability company.

1.15 Declaration shall mean this Declaration of Covenants, Conditions, and Restrictions of Jessi's Meadow, a planned unit development, all exhibits attached hereto and incorporated by reference, and all amendments hereto or to any such exhibit.

1.16 Golf Course shall mean the West Bountiful City (Lakeside) Golf Course facility (including the driving range) and the related improvements, adjacent to the Property.

1.17 Golf Course Tree Areas. Said term is defined in Section 8.4 below.

1.18 Lot shall mean a separately numbered and individually described plot of land as shown on the Map, and, where the context shall so require, shall include the Unit constructed upon such land.

1.19 Manager shall mean the person, firm, or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.

1.20 Map shall collectively mean the final recorded plat pertaining Project recorded in the official records of the office of the County Recorder of Davis County, State of Utah (i) for Jessi's Meadow, a planned unit development on Sept 8, 2000 as Entry No. 1612384 in Book 2689 at Page 1009 (the "Map").

1.21 Member shall mean the same as Owner herein.

1.22 Membership shall mean the status of having or owning all of the rights, powers, and privileges of a Member.

1.23. Mortgage shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any interest therein is encumbered.

1.24. Mortgagee shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered or (ii) any successor to the interest of such person under such Mortgage.

1.25. Mortgagor shall mean any Owner whose Lot or interest therein is encumbered by a Mortgage.

1.26. Owner shall mean any entity or individual, including Declarant, owning in fee simple any Lot as such ownership is shown upon the records of the County Recorder of Davis County, State of Utah. Owner shall not refer to (i) any Mortgagee (unless such Mortgagee has acquired title for other than security purposes), (ii) any person who uses or occupies a Unit but owns less than fee simple title to the Lot upon which such Unit is located during such use or occupancy, unless otherwise provided in this Declaration, or (iii) any person or entity which shall be purchasing a Lot under contract until such contract is fully performed and legal title to the Lot is conveyed of record.

1.27 Perimeter Drain System. Said term is defined in Section 4.5 below.

1.28. Project shall mean the Property together with improvements thereon, including without limitation Common Areas, Common Improvements, Lots, and Units.

1.29. Property shall mean the real property described in Recital A.

1.30. Regular Assessment shall mean each Owner's share of the total annual Common Expenses.

1.31. Regulations shall mean such rules, ordinances, and regulations as the Association may make pursuant to this Declaration and the Articles and Bylaws, governing the use of the Lots, the Common Areas, the Project and all parts thereof, as such may from time to time be modified, amended and construed by the Association.

1.32. Roads shall mean those areas designated on the Map as roads or streets within the Project, regardless of the names or designations given.

1.33. Special Assessments shall have the meaning given to it in Article IX.

1.34. Total Votes shall mean the total number of votes appertaining to all Lots in the Project which shall be equal to the sum of the votes appurtenant to the Lots owned by the "Class A Members" and the "Class B Members." (Said terms are defined in Sections 7.4.1 and 7.4.2.)

1.35. Unit shall mean the single family dwelling located on a Lot, including (i) all driveways, drive approaches, decks, balconies, porches, yard and all other parts thereof or appurtenances thereto.

1.36. Vehicle shall include without limitation any motor vehicle, car, auto, truck, pickup, van, recreational vehicle, boat, trailer, motorcycle, all terrain vehicle, tractor or the like.

ARTICLE II Declaration

Declarant hereby declares that all of the Property shall be held, sold, conveyed, and occupied subject to the terms, conditions, covenants, restrictions, uses, limitations, obligations, and provisions of this Declaration, each and all of which are declared and agreed to be for the benefit of the Property and the development of the Property as a planned unit development. Each and all of the provisions of this Declaration shall be deemed to run with the land and shall bind and be a burden and a benefit to (i) the Declarant, including its successors and assigns, (ii) any person or entity acquiring any Lot or any Owner, and the heirs, personal representatives, successors, and assigns of any such person, entity or Owner, and (iii) the Association.

ARTICLE III Property Rights

3.1 Title to and Use and Occupancy of Lots. Each Lot (i) shall be owned in fee simple by an Owner, (ii) shall be subject to this Declaration and any other encumbrances, easements restrictions to which the Lot may be subject; and (iii) may be held or owned by any person or entity, or in any combination thereof, in any manner which title to any other real property may be owned in the State of Utah, including without limitation, joint tenancy or tenancy in common. Subject to and as a result of the limitations contained in this Declaration and the Articles, Bylaws and Regulations, each Owner shall have (i) the exclusive right to use and enjoy said Owner's Unit, (ii) the non-exclusive right to use and enjoy the Common Areas, and (iii) membership in the

Association, and all other rights and limitations appurtenant to Lots and given to Owners as set forth in this Declaration.

3.2 Legal Description of Lots. Every agreement or contract for the sale, conveyance or transfer of a Lot and every other instrument affecting title to a Lot may describe a Lot by identifying the number of the Lot as shown on the Map. Unless expressly stated otherwise in the description, such description shall be construed to describe the Lot and the Unit, together with such Lot's appurtenant interest in the Association and the easements for the use of Common Areas and to incorporate all of the rights incident to ownership of a Lot as set forth in this Declaration and all limitations on such ownership.

3.3 Title to Common Areas. Fee simple title to the Common Areas shall be held by the respective Owners, subject to an easement in favor of the all of the other Owners, the City, and the general public and subject to this Declaration and easements, covenants, servitudes and rights-of-way of records and the easements granted in this Declaration.

3.4 No Subdivision or Timesharing. No Owner shall cause a Lot to be divided or occupied in any manner which would provide that the exclusive use, occupancy or possession of the Lot circulates among more than one (1) Owner or occupant or in any other manner which would violate the applicable ordinances of the applicable government authority. Any arrangement, however denominated, which would provide for timesharing or any other method for the rotation or circulation of the right to occupy a Unit shall be strictly prohibited.

3.5 Inseparability. Title to no part of a Lot, including any Unit thereon or any part thereof, may be separated from any other part thereof, and each Lot with its appurtenant rights and easements shall always be conveyed, devised, encumbered and otherwise affected only as a complete Lot. Every lease, devise, encumbrance, conveyance or other disposition of a Lot, or any part thereof, shall be construed to be a lease, devise, encumbrance, conveyance or other disposition, as applicable, of the entire Lot, together with all appurtenant rights, burdens and limitations created by law or by this Declaration, including without limitation appurtenant membership in the Association and easements established by this Declaration. None of the interests in a Lot may be separated in any manner which would attempt to separate the benefits and burdens associated therewith.

3.6 Separate Mortgages by Owners. Each Owner shall have the right to separately encumber by Mortgage its Lot. Any Mortgage or other encumbrance of any Lot shall be subject and subordinate to all the provisions of this Declaration and, in the event of any foreclosure of any such Mortgage or any other event by which title to the Lot becomes vested in the Mortgagee, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

3.7 Separate Taxation. All taxes relating to or assessed or charged against a Lot or any Common Areas or improvements located thereon shall be paid by the respective Owners of such Lot.

ARTICLE IV
Easements

Each easement described in this Article is appurtenant to and passes with title to every Lot. Each and every conveyance of a Lot, whether by Declarant or any successor in interest of Declarant or any subsequent Owner, shall be construed to include such grants and reservations of easements as are provided for in this Declaration, even though no specific reference to such easements appears in any such conveyance.

4.1 Encroachments. If any part of the Common Improvements encroach or shall hereafter encroach upon any Lot, an easement for such encroachment and for the maintenance of the same shall and does exist including specifically and without limitation the bridle/jogging paths shown on the Map. Such encroachments shall not be considered encumbrances on the Lots. Encroachments referred to herein shall include without limitation encroachments caused by error in the original construction of Common Improvements, by error in the Map, by settling, rising, or shifting of the earth or by changes in position caused by repair or reconstruction of any Common Improvement, or any part thereof, in accordance with the provisions of this Declaration.

4.2 Common Area Easement. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to and ingress to and egress from the Common Areas, subject to the following limitations:

(a) The right of the Association and/or the City to adopt Regulations regulating the use and enjoyment of the Common Areas;

(b) The right of the Association or the City to grant easements for public utilities or other public purposes consistent with the intended use of the Common Areas;

(c) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Areas against foreclosure; and

(d) The terms and conditions of this Declaration.

4.3 Golf Course Assumption of Risk.

4.3.1 Assumption of Risk by Owner and Indemnification. Each Owner hereby expressly assumes the risk relating to the proximity of its Lot to the Golf Course and each Owner agrees that neither Declarant, the Association, nor the successors or assigns of either, shall be liable

to Owner, its guests, tenants, licensees or invitees or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Lot to the Golf Course. Each Owner hereby agrees to indemnify and hold harmless Declarant and the Association against any and all claims by such Owner or Owner's guests, tenants, licensees and invitees. Nothing set forth herein shall be construed to limit an Owner's right to recover from an individual user of the Golf Course (but not from Declarant) any and all damages to persons or property which may be directly caused by the willful conduct of such user.

4.3.2 Restricted Access to Golf Course. Notwithstanding the proximity of the Project to the Golf Course, each Owner acknowledges that ownership of any Lot does not convey to said Owner or create in favor of said Owner any interest in or right to the use of or the right to unrestricted access to or view of the Golf Course. Use of the Golf Course shall be strictly limited and controlled by the Course Owner, in its sole and absolute discretion, including the construction of fences or other barriers to prevent direct access to the Golf Course from any Lot or the Project.

4.4 Drainage Easement. There is hereby created a blanket easement upon, across, over and under all of the Lots for construction and maintenance of storm drain systems and erosion control devices. By virtue of this easement, it shall be expressly permissible for the City to lay, construct, renew, operate and maintain conduits, pipes, mains, ducts, catch basins and other necessary facilities on the Project, provided that all such facilities shall, to the extent possible, be placed underground in the Common Area. The storm drainage system shall be maintained under the direction of the City.

4.5 Perimeter/Land Drain System and Easement. In connection with the development of the Project the Declarant has installed or will install a perimeter/land drain system (the "Perimeter Drain System") pursuant to the requirements of City and as designed by Declarant. There is hereby created a blanket easement upon, across, over and under all of the Lots for construction and maintenance of the Perimeter Drain System and all appurtenant parts thereof. By virtue of this easement, it shall be expressly permissible for the Association to lay, construct, reconstruct, renew, operate and maintain conduits, pipes, mains, ducts, inlet basins and other necessary facilities on the Project. In the event that the Perimeter Drain System shall be installed in a Lot, the respective Owner of the Lot may drain excess storm water and irrigation water from said Owner's Lot which does not contain any harmful elements, pollutants, or substances which may adversely affect the environment. Said Owner may also connect pipelines to the Perimeter Drain System. All such connections shall be underground, shall flow naturally (by gravity) into the Perimeter Drain System, shall not have any adverse effect on the Perimeter Drain System, and shall be made at the respective Owner's sole expense. All connections shall be maintained by the respective Owner at the Owner's sole expense. The Owner of each Lot having a drainage or inlet basin shall grade and landscape said Lot such that all drainage from said Lot flows into said drainage or inlet basin and shall install and

continuously maintain a grass lawn surface in at least a 15 foot radius from the center of said drainage or inlet basin such that all water entering the drainage or inlet basin must pass over the lawn surface before entering.

4.6 Easements Affecting the Property. Each of the Lots is subject to easements and rights-of-way for public utility and other purposes. Some of said easements and rights-of-way are shown on the Map. Each Owner is responsible to ascertain all easements and rights-of-way which may affect its Lot prior to purchasing the Lot, through title searches, surveys, and other means, and communicate and deal directly with the owner or holder of said easements or rights-of-way respecting all such easements and rights-of-way. Each Lot Owner hereby agrees to indemnify Declarant and the Association and hold Declarant and the Association harmless from the effect of any such easement or right-of-way on the Lot Owner's Lot and its use and/or development.

ARTICLE V Restrictions

5.1 General Use Restrictions. Only a Unit comprising a single family residence, a barn and other accessory buildings approved by the Architectural Control Committee may be built on a Lot. Only one Unit may be built on each Lot, subject to the provisions governing combination of Lots. Each Unit shall be used for residential purposes and for no other purpose. No fence shall be erected which shall differ substantially in materials or appearance from the fences initially constructed in the Project (except the chain link fence along the Golf Course) without the express written consent of the Architectural Control Committee. All Units erected on Lots shall be of new construction and no buildings or structures shall be moved from other locations to any Lot. Notwithstanding any provisions to the contrary in this section, any Owner may rent or lease its Lot in accordance with the provisions of this Declaration.

5.2 Quiet Enjoyment. No noxious or offensive activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or which may cause unreasonable disturbance or annoyance to Owners generally. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or guest of any Owner and each Owner shall indemnify and hold harmless the Association and all other Owners from and against any and all losses resulting from such damage or waste caused by such Owner or the guest, tenants, licensees or invitees of such Owner.

5.3 Construction and Alteration; Architectural Approval. No construction of any Unit, outbuilding, or any part thereof shall be commenced until after plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by the Architectural Control Committee and the Owner shall have deposited a cash deposit (the "Deposit") with the Association which shall be in an amount determined by the Association from time to time and shall be made for the purpose of securing the Owner's obligations hereunder.

Initially, the Deposit shall be in the amount of \$1,500 which amount may be increased or decreased by the Association from time to time. The Declarant or the Association, as the case may be, shall have the right to offset any and all amounts owing the Association or the Declarant resulting from the breach of the Owner's obligations to Declarant or the Association as set forth herein or in the Architectural Standards referred to in Article VI or resulting from damage to the Project caused by the Owner or any contractor, subcontractor, agent, or invitee of Owner. The amount of the Deposit shall not limit the Owner's liability for such breach. The Declarant or the Association shall refund the remainder upon full compliance of the Owner with such obligations.

5.4 Maintenance and Repair of Improvements. The Owners shall, at all times, maintain all buildings, other improvements on their property, and all other parts of their Lots in a first-class condition and in compliance with all City Ordinances. The Owners shall keep their lots free of weeds, vermin, debris, rubbish, unsightly articles, and the like. No improvement within the Project shall be permitted to fall into disrepair.

5.5 Business and Sales. No commercial activities of any kind shall be conducted in any Unit or on any portion of the Project, unless such activities shall be permitted by applicable city ordinances and the person desiring to conduct such activity shall have fully complied with the requirements for the conduct of such activity, including obtaining the necessary license and/or permit. Notwithstanding the provisions of any applicable city ordinance which may permit same, no sign or other advertising or directional device of any nature related to any commercial activity which shall be permitted to be conducted within the Project in accordance with the provisions of this section shall be permitted. However, this restriction shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes as set forth hereinafter and in its Articles, Bylaws, and the Regulations, as the same may be amended from time to time.

5.6 Signs. An Owner shall be permitted to place one "For Rent" or "For Sale" sign of not more than four (4) square feet in total surface area (a "Rent or Sale Sign"), which Rent or Sale Sign may be placed in the front yard of each Lot by the Owner of such Lot. Except for such Rent or Sale Sign, no signs, flags, or advertising devices of any nature, including without limitation commercial, informational or directional signs or devices, advertising signs, billboards, objects of unsightly appearance, or nuisance shall be erected, placed, or permitted to remain on any Lot or any portion of the Project (except as may be necessary to temporarily caution or warn of danger). Any such item which remains so placed as to be in violation of any of the foregoing for over 72 hours, consecutively or cumulatively, shall be subject to removal by the Association, at the expense of the Owner. Notwithstanding any other provision hereof, the Declarant shall have the right to install advertising and directional signs in the Project during the construction and sales period. Notwithstanding the provisions of this section, the Association may place such street signs and other signs identifying the Project or aspects thereof on the Common Areas as it deems reasonable.

5.7 Leasing. Any lease or sublease of a Lot or Unit on a Lot shall be in writing. No lease shall be used to contravene the provisions of Section 3.4. All lessees and sublessees of any Lot shall abide by and be subject to any and all of the provisions, covenants, restrictions, prohibitions and terms of this Declaration, the Articles, Bylaws and Regulations, including provisions relating to assessments and collections thereof, and any liens therefor, as if Owners hereunder and each lease or sublease of any Lot shall so provide. Each lease or sublease of any Lot shall provide that any failure to abide by the provisions, covenants, restrictions, prohibitions and terms of this Declaration, the Articles, Bylaws and Regulations, including provisions relating to assessments and collections thereof, and any liens therefor, shall be a breach and event of default under such lease or sublease. If an Owner or lessor of an Owner shall lease any Lot, the Owner or lessor of an Owner shall promptly notify the Association, in writing, of (i) the fact of the lease, (ii) the name of the tenant under such lease, (iii) the address of the Owner during the term of the lease, and (iv) the terms and conditions of such lease. As used in this section, the term "lease" shall include a lease, rental arrangement, license or any other arrangement for exclusive or partially exclusive use of a Lot by a person other than an Owner for a period of time longer than a few days. Any lease made for any Lot which is not in accordance with the provisions of this section shall not be void, but the Association shall have the right to a reformation of such Lease to conform it to the provisions of this section. The Association shall also have the right to reimbursement or damages from any Owner for all damages or injury (including a reasonable attorneys' fee) resulting to the Association from any failure of a lease to conform to this section. Any Owner who shall lease its Lot in accordance with the provisions of this Declaration shall remain personally liable in the manner set forth in this Declaration for any and all charges, costs and expenses property charged against said Lot during the time of occupancy of any lessee or sublessee of said Owner.

5.8 Parking. The following apply to Vehicle parking within the Project:

5.8.1 Unlicensed or Inoperable Vehicles. No Vehicle which is inoperable or unlicensed shall be allowed within the Project, unless said Vehicle is stored inside an Owner's garage.

5.8.2 Parking on Roads. No Vehicle, inoperative or operative, shall be parked or placed on the Roads except temporarily on a Road if the Vehicle belongs to a guest or invitee of an Owner, but not for more than any forty-eight hour period, and only for hours such as the Association or City may designate, which designated hours may be fewer than twenty-four in any single day.

5.8.3 Parking on Units. No Vehicle, inoperative or operative, shall be allowed upon any part of a Lot except for a Unit driveway, a space designated in the plans for the Unit's "overflow" or "RV Parking," and/or the interior of any garage.

5.8.4 Recreational Vehicles. Recreational vehicles, boats, travel trailers and similar vehicles ("RVs") may not be parked within the Project, except within the garage of a Unit, temporarily in the driveway of a Unit, or on an area designated for "overflow" or "RV parking" on

the Owner's plans and specifically approved by the Architectural Control Committee, or subsequently approved by said Committee.

5.8.5 Access Restriction. No Vehicle belonging to an Owner or his guests, tenants, licensees or invitees shall be parked in such a manner as to impede or prevent ready access to any other Owner's Lot or Unit driveway.

5.8.6 Removal of Improper Vehicles. Any Vehicle which remains so placed as to be in violation of any of the foregoing for the time period provided above, or if no time period shall have been specifically provided, for over 24 hours (or in case of the Access Restriction for 4 hours), consecutively or cumulatively within any five day period, after personal notice of such violation given by the Association (i) to the owner of the Vehicle, or (ii) to the Owner in whose household or whose guest or invitee is the owner of the Vehicle, or (iii) if neither the Owner, his guest or his invitee is present at the Project or able to receive notice, then on the Vehicle in a conspicuous location; shall be subject to removal and storage by the Association, at the expense of the owner of the Vehicle, or, if owner of the Vehicle is not an Owner, then at the expense of the Owner in whose Unit the owner of the Vehicle is a guest, tenant, licensee, or invitee, which cost and expense shall be payable within a reasonable time and shall also be a lien against said Owner's Lot and the personal liability of the Owner.

5.8.7 Parking Regulations. All persons operating a Vehicle in the Project shall be subject to and obey posted parking regulations. The Association shall have the right to promulgate such Regulations consistent with this Declaration as may be necessary to provide for the safe use of Vehicles within the Project.

5.8.8 Repair Prohibited. No Owner, its guest or invitees, shall use any portion of the Project (except the interior of a garage for repairs to the Owner's personal Vehicle) for any mechanical work or maintenance upon any Vehicle, except emergency repairs necessary to make such Vehicle operable.

5.9 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, within each Unit, whether Interior or Exterior, except during collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash within the Project is prohibited. No unsightly material or objects are to be stored on any Lot.

5.10 Maintenance Cooperation. No Owner shall interfere with activities of the Association with respect to Common Areas, including the grading, landscaping, decorating, maintaining, caring for, repairing, replacing, constructing or reconstructing or cleaning of any Common Areas in fulfillment of the duties, obligations and responsibilities of the Association towards Common Areas

set forth herein. Owners shall not obstruct Common Areas and shall keep Common Areas free from items which might interfere with the activities of the Association, including without limitation tables, chairs, lawn games and other recreational items. In order to carry out the duties, obligations and responsibilities of the Association towards Common Areas set forth in this Declaration, the Association may at its election, without liability, and at such times as are reasonable, move any such objects from the Common Areas to the Unit driveway or Patio Area or request the Owner of a Lot to remove such objects from the Common Areas.

5.11 Unit Exterior. Exterior antennas must be placed on the rear portion of the roof of a Unit. Exposed metal flues, vents, ventilator or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding landscaping and related improvements. Satellite reception dishes will be allowed provided they are placed or screened so they are reasonably screened from neighboring properties. The location of satellite reception dishes and any screening thereof must be approved by the Architectural Control Committee. All power lines and similar type cables shall be buried underground.

5.12 Pets or Animals. All animals and pets must be kept in strict conformity with all laws, rules, and regulations including without limitation the zoning ordinance for the "A-1" zone of the City. When outside of the interior of a residence, all pets must be kept controlled, on a leash and in the presence of an Owner or a designee of the Owner. The provisions of this section may be made more restrictive by Regulation.

5.13 Horses. Any of the Owners may keep and maintain the number of horses on said Owner's Lot as are allowed for the size of said Lot under West Bountiful City Ordinances. All horses must be kept and maintained in strict compliance with said ordinances. Horses kept on any Lot within the subdivision must be shod with flat or plate shoes. Corks on a horseshoe are expressly forbidden, and any owner found to have a horse shod with shoes having corks is liable for a levy or fine for the resurfacing of the subdivision bridle path. Any Lot owner housing animals on his Lot shall be required to keep the same in healthy, sheltered conditions, and to maintain the animals in such a way as to not create a nuisance on any other owner or property within the subdivision.

5.14 Construction and Sales Exemption. During the course of the actual construction and sale of any of the permitted structures or improvements within the Project, the provisions, covenants, conditions and restrictions contained in this Declaration shall be deemed waived to the extent reasonably necessary or convenient to permit such construction and sales, in addition to any other specific exemption from these covenants and restrictions for construction and sales activities of Declarant as may be mentioned herein. However, during the course of such construction and sales nothing shall be done which will result in a violation of any of said provisions, covenants, conditions or restrictions upon completion of the construction. The Owner of a Lot effecting any construction that shall cause damage to any portion of the Project shall be responsible to pay for the repair and/or

replacement of such damage, regardless of whether such damage is caused by the Owner's contractors, subcontractors, invitees, agents, or otherwise.

5.15 Regulations. Each Owner, its guests, tenants, licensees and invitees shall comply strictly with all Regulations. Each Owner shall be responsible for the actions of its guests, tenants, licensees and invitees, any and all persons related or unrelated to an Owner who reside in the Unit or are present upon the Project and the guests, tenants, licensees and invitees of any such person.

ARTICLE VI Architectural Standards

6.1 Architectural Standards. It is intended that any and all improvements that are constructed within the Project be harmonious and compatible with respect to the external design of all proposed structures, topography, grade, quality of materials, size, height, color, roof materials and color, etc. Notwithstanding the relative subjectivity of such matters, Declarant hereby intends to establish procedures for the determination of such matters which will be applicable to the Project. Therefore, no construction of a Unit, improvements to any driveway, or any other improvement to any Lot, nor any addition, change, alteration, modifications, remodeling or renovation (including any change in color of any exterior of a Unit) to any of the foregoing shall be commenced without the prior written consent of the Architectural Control Committee. The Association shall be entitled to injunctive relief from a court of competent jurisdiction to preclude such construction prior to the consent of the Architectural Control Committee.

6.2 Enforcement of Architectural Standards. The Architectural Control Committee (the "Committee") shall be responsible for the formulation and implementation of architectural standards for the Project. Until the date (the "Change Date") which shall be the first to occur of (i) the date that there shall cease to exist any Class B Members, as set forth in Section 7.4.2, or (ii) December 31, 2010, the Declarant shall have the right to designate the members of the Committee. The initial Committee shall consist of two (2) members: Alan J. Prince and Dwight Prince. Declarant shall have the right to appoint new members in its discretion. Prior to the Change Date, both members of the Committee shall constitute a quorum sufficient for the conduct of business. The Committee may unanimously designate one member of such Committee to act for the Committee. After the Change Date, the rights, duties and responsibilities of the Committee shall be automatically transferred to and assumed by the Board and the business of the Committee shall be conducted in the manner provided in the Bylaws for the conduct of the business of the Board, provided, however, that no notice of a meeting of the Board acting solely in its capacity as the Architectural Control Committee need be given to any party other than the members of the Board. The Committee or the Board, as applicable, is hereby authorized to retain the services of one or more consulting architects, landscape architects or urban designers, licensed to practice in the State of Utah, to advise and assist the Committee in performing the review functions prescribed in this Declaration and to carry out the provisions set forth herein.

6.3 Approval Procedure. Any and all plans and specifications showing the nature, kind, shape, height, materials, colors and location of each and every Unit or any other improvement to be constructed upon the Property shall be submitted to and approved by the Committee before any construction or renovation shall be commenced, erected, or maintained. Upon receipt by the Committee of a written request for approval (including all applicable plans and specifications), the Committee shall, within twenty-one (21) days after receipt of a complete request for approval, either: (a) provide written approval of the plans and specifications as submitted, or (b) provide written notification that the plans and specifications are not acceptable and shall specify the reasons for such decision. Revised plans and specifications may be resubmitted as necessary to obtain approval. Upon such resubmission, the Committee shall then have an additional fifteen (15) days after receipt of said revisions to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by the Committee. No changes or deviations in or from plans and specifications approved by the Committee shall be made without the prior written approval of the Committee.

6.4 No Responsibility. Each Owner will be responsible for obtaining any building permits as may be required by applicable law. No approval by the Committee shall be deemed to constitute any express or implied acknowledgement, warranty or representation by the Association, the Board, the Committee or any of its agents, representatives or designees or any one of them as to the compliance with any building code or construction code or for technical sufficiency or adequacy or safety of the proposed improvements or any of its component parts or any other physical condition or feature pertaining to the improvements proposed to be constructed by the Owner. It is expressly understood that such approval shall be only for the purposes of providing for architectural and design consistency throughout the Project.

6.5 Minimum Size of Dwelling. No Unit shall be permitted to be constructed on any Lot where: (i) in the case of a rambler-style home the floor area of the ground floor living space above the basement, exclusive of open or covered porches, garages and breezeways is less than one thousand six hundred and fifty (1,650) square feet; (ii) in the case of a two-story home the floor area of the living space above the basement, exclusive of open or covered porches, garages and breezeways is less than one thousand nine hundred and fifty (1,950) feet (of which not less than 950 square feet shall be on ground level); and (iii) in the case of a multi-level home the floor area of the living space above the basement, exclusive of open or covered porches, garages, and breezeways is less than one thousand seven hundred and fifty (1,750) square feet.

6.6 Construction Time. The construction time for the exterior portion of any structure, shall not exceed eighteen (18) months from start to finish (the "Construction Period"). "Start" shall be the date upon which any foliage is cut or removed in anticipation of construction or where any excavation begins, whichever shall first occur. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the Construction Period. Such debris and excavation dirt shall not be permitted on any of the Roads or sidewalks.

6.7 Elevation of Structures. No structure may be constructed in the Project which has a finished floor level sited or placed below 4,222 feet above sea level. The lowest finished living level for any residence constructed on any lot shall be placed at an elevation no lower than 12 inches above the top-back of the curb block bordering the subdivision roadway.

6.8 Restrictions Regarding Lots 33 and 38. Lots 33 and 38 are corner lots. They are adjacent to a cul-de-sac road. The home to be constructed on Lot 33 shall face south (toward the cul-de-sac road) and the driveway for Lot 33 shall connect to the cul-de-sac road. The home to be constructed on Lot 38 shall face north (toward the cul-de-sac road) and the driveway for Lot 38 shall connect to the cul-de-sac road.

ARTICLE VII
The Association

7.1 The Association. The administration of this Project shall be through the Association. The Association shall operate in accordance with the laws of the State of Utah and with the Articles and Bylaws which have been adopted in accordance therewith and as such are consistent with this Declaration. A true copy of the duly adopted Bylaws of the Association shall be available to any Owner from the Association.

7.2 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the Membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one Membership for each Lot owned by him. Each Membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from Membership in the Association appurtenant thereto, and any devise, conveyance, or other disposition of a Lot shall be construed to be a devise, conveyance, or other disposition, respectively, of the Owner's Membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the transfer of a Lot.

7.3 Management. The affairs of the Association shall be managed by a Board of Trustees consisting of three (3) individual persons, or such other number as shall be set forth by amendment to the Articles and Bylaws. The Board of Trustees shall be elected and qualified by the Association in accordance with the provisions of the Bylaws. The Association shall act only through the Board of Trustees and officers duly elected thereby; and no Owner shall, in the capacity of an Owner and not as an officer of the Association, have the authority to bind the Association. The Board of

Trustees shall initially consist of persons appointed by Declarant. At the time of the first annual meeting of the Members, the Members (including Declarant) shall elect, in accordance with the Bylaws, a Board of Trustees replacing the initial Board of Trustees as defined in the preceding sentence. The first meeting shall be held not later than one (1) year from the date of the issuance of the deed to the first Lot to an Owner other than Declarant. The terms of these first elected members of the Board shall be fixed so that (i) the term of two members shall be one (1) year, (ii) the term of two members shall be two (2) years, (iii) and the term of one member shall be three (3) years. Nominations for election to the Board shall designate the length of the term for which such person is being nominated. At the expiration of this first term of office, successors shall be elected to serve for a term of three (3) years.

7.4 Voting Rights. Each Owner shall be entitled to vote on all matters brought before the Association for a vote thereon. The name of the Owner entitled to cast the votes appurtenant to a Lot shall be determined in accordance with procedures set forth in the Bylaws. No Owner shall be denied the exercise of its right to vote or participate at any meeting of the Owners solely upon the failure of said Owner to pay Assessments levied against such Owner. The Association has two classes of voting membership.

7.4.1 Class "A". "Class A Members" are all Members with the exception of Declarant. Each Lot shall be entitled to one (1) vote. The number of votes appurtenant to each Lot shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded. The Members which constitute the Owners of a Lot shall collectively be entitled to cast the one (1) vote applicable to said Lot. Except as provided for the Class B Member, no Lot shall have more than one (1) vote.

7.4.2 Class "B". The "Class B Member" is the Declarant with respect to all Lots owned by Declarant. The number of votes which the Class B Member shall be entitled to cast during a vote of the Owners shall be three (3) votes for each respective Lot owned by Declarant. The Class B membership will cease and be converted to Class A membership upon the first to occur of (i) the recording of conveyances to purchasers of seventy-five percent (75%) of the Lots subject to this Declaration, (ii) the expiration of seven (7) years from the date of the recording of the first conveyance of a Lot to a purchaser, or (iii) when, in its sole discretion, the Declarant so determines and records a certificate declaring Declarant's Class B Membership to be terminated. At the time of such cessation of Declarant's Class B membership and conversion to Class A membership, Declarant shall give written notice to the Board of Trustees.

7.5 Power of Attorney and Amendments. Each Owner makes, constitutes and appoints the Association the true and lawful attorney in and of said Owner to act in said Owner's name, place and stead to make, execute, sign, acknowledge and file with respect to the Project such amendments to this Declaration and the Map as may be required by Law or which may be approved by vote taken pursuant to the provisions of this Declaration. Any other term or provision of this Declaration to the contrary notwithstanding, no amendment to the Declaration shall be effective to subject any Lot or

Lots owned by Declarant to any assessments; said Lot or Lots first becoming subject to assessments after conveyance of said Lot or Lots by Declarant to another person.

7.6 Rights and Duties. The Association shall have general responsibility for (i) the exclusive management, control, maintenance and operation of all areas of the Project, excluding the Units, (ii) the enforcement of this Declaration, the Bylaws and the Regulations, as may be reasonably necessary, (iii) the maintenance of landscaping of all Common Areas and any and all sprinkling systems related to such landscaping, and (iv) all other acts required of the Association under this Declaration, the Articles, Bylaws or Regulations, or by law, and to exercise such rights as the Association may have and as may be reasonably necessary in the performance of its responsibilities.

7.7 Source of Operating Funds. The Association may obtain and pay for out of the Association Fund the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are employed directly by the Association or by any person or entity with whom or which it contracts. The Association may also obtain and pay for out of the Association Fund legal and accounting services necessary or desirable in connection with the operation of the foregoing. The Association may acquire and pay for out of the Association Fund insurance and other necessary or desirable goods, services, and utility services, insurance, bonds, and other goods and services necessary to or desired for its activities with respect to the Project.

7.8 Maintenance and Control of Common Areas. The Association, subject to the rights and duties of the City and the Owners as set forth in this Declaration, shall be responsible for the ordinary control and maintenance of the Common Areas, and Common Improvements, and shall keep the same in good, clean, attractive, order, and repair. All goods and services procured by the Association in performing its responsibilities under this section shall be paid for with funds from the Association Fund.

7.9 Agreements. The Association may, without the vote or consent of the Owners or of any other person, enter into such agreements as it shall deem in the interest of the Owners for the operation of the Project as a first class planned unit development, provided that no such agreement shall be in derogation of any Owner's rights under this Declaration.

7.10 Adoption of Regulations. The Association may establish reasonable procedures, rules and regulations ("Regulations") governing the use of the Lots, Common Areas, and Common Improvements provided, however, that such Regulations shall be consistent with the rights and obligations established by this Declaration and that copies of such Regulations are furnished to Owners when first promulgated or amended by the Association. Regulations shall be void and of no effect to the extent that such are inconsistent with the rights and obligations established by this Declaration.

7.11 Manager. The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Association Fund.

7.12 Financial Records and Disclosure. The Association shall cause financial statements for the Association to be regularly prepared and cause copies thereof to be available to all Owners.

ARTICLE VIII Landscaping and Maintenance

8.1 Landscaping. All portions of a Lot, excluding the Unit and those areas designated by the Owner to contain livestock, shall be landscaped prior to the expiration of the Construction Period, as defined in Section 6.6. Landscape improvements for each Lot shall include an automatic sprinkler irrigation system.

8.2 Cost of Landscaping. An Owner shall be responsible to continually maintain in first-class condition all of the landscaping on the Owner's Lot at the Owner's sole expense.

8.3 Failure to Complete Landscaping. In the event that an Owner shall fail to cause the landscaping improvements to be installed as required by this Article, and such failure shall continue for a period of thirty (30) days from the date of written notice from the Association of such failure, then the Association shall have the right to cause landscape improvements to be planted, installed and/or constructed on said Owner's Lot at the cost and expense of the Owner. The cost and expense of such installation shall be paid by the Owner within fifteen (15) days of delivery of written notice of the amount thereof and if unpaid such amount shall become a lien upon the Lot subject to accrual of interest and enforcement in accordance with the provisions hereof. The Association shall have the right, but not the duty, to enforce payment of such amount prior to the actual installation of the applicable landscape improvements.

8.4 Golf Course. Lots 16, 17, 18, 19, 20, 21, and 22 have designated tree areas (the "Golf Course Tree Areas"). The Golf Course Tree Areas are shown on the Map. The Owner of each of these Lots may plant any number of the species of tree approved in advance by Declarant in the Tree Areas and shall be reimbursed by the Declarant for the Owner's actual expenses of purchasing and planting said tree(s) up to the amount of Two Hundred Fifty Dollars (\$250.00) per Lot. No reimbursement will be made unless the Declarant has previously approved the species of tree to be planted, the Declarant has inspected the trees planted by the Owner, and the Owner has provided to Declarant receipts showing the amount actually paid by the Owner for the tree or trees installed by Owner.

ARTICLE IX
Assessments

9.1 Obligation to Pay Assessments. Each Owner of any Lot, except for Declarant, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association its proportionate share of any and all costs and expenses incurred in the ownership, operation and/or maintenance of any and all parts of the Project (determined pursuant to Section 9.2.1.), including specifically but without limitation all Common Expenses and all other expenses, however denominated, incurred by the Association in the performance of the Association's duties, responsibilities, rights, powers and privileges. In the case of joint ownership, each Owner or joint owner shall be jointly and severally liable for all Assessments. All items of expense must be approved by a majority of the Board, but only to the extent reasonably necessary to insure that the Board shall be responsible for and control the use of monies collected pursuant to this Declaration. All Assessments shall be made by the Association for the purposes provided in this Declaration and shall be fixed, established and collected from time to time as provided in this Article. AN OWNER'S OBLIGATION TO PAY ASSESSMENTS LEVIED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION SHALL COMMENCE IMMEDIATELY UPON THE RECORDING WITH THE DAVIS COUNTY RECORDER OF A DEED CONVEYING TITLE TO SAID OWNER. THE OBLIGATION COMMENCES AT SUCH TIME WHETHER OR NOT A RESIDENCE HAS BEEN OR IS THEN BEING CONSTRUCTED ON THE LOT AND WITHOUT REGARD TO WHEN OR IF SUCH OWNER SHALL TAKE ACTUAL OCCUPANCY OF THE LOT OR UNIT. THE FOREGOING TO THE CONTRARY NOTWITHSTANDING, NEITHER THE DECLARANT NOR ANY LOT OR LOTS OWNED BY THE DECLARANT ARE SUBJECT TO ASSESSMENTS AND SUCH LOT OR LOTS SHALL FIRST BECOME SUBJECT TO ASSESSMENTS WHEN SOLD OR CONVEYED BY THE DECLARANT TO OTHER PERSONS.

9.2 Regular Assessments. The Association's recurring costs of the ownership, operation and/or maintenance of the Project shall be paid through an annual Assessment to all Owners, called a Regular Assessment. Regular Assessments shall be computed and assessed on an annual basis against all Lots subject to assessment as set forth in this section. Regular Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated Common Expenses.

9.2.1 Apportionment of Common Expenses. All Common Expenses shall be apportioned among and assessed to each Lot then subject to assessment in proportion to the total number of Lots then subject to assessment. Thus if, at the time of the assessment 20 Lots are subject to assessment, the share of the assessment for each Lot then subject to assessment would be 1/20. The total number of Lots subject to assessment shall be determined on the first day of each year; however, assessments may be equitably adjusted at any time by the Association in its sole discretion.

Each Owner and Lot shall become subject to the Regular Assessment then in effect and all Special Assessments immediately upon recording, as set forth above.

9.3 Annual Budget. Regular Assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following. It is provided however that the first fiscal year shall begin on the date that the map is recorded. On or before November 1, 2000 and on or before November 1st of each year thereafter, the Association shall prepare and furnish to each Owner or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, anticipated receipts (if any) and any deficits or surpluses from the prior operating period. The budget shall serve as the supporting document for the Regular Assessment for the upcoming fiscal year and as a major guideline under which the Project shall be operated during such annual period.

9.4 Notice and Payment. Except with respect to the first fiscal year, the Association shall diligently attempt to notify each Owner as to the amount of the annual Regular Assessment against its Lot on or before December 1 each year for the year beginning on January 1 next following. Each Regular Assessment shall be due on the first day of each month and payable on or before the tenth day of the month. The Association may, but shall not be required to send out monthly statements to any Owner and each such installment shall be due and payable on the first day of each month without notice or demand. Any monthly installment of any Regular Assessments which shall not have been received by the Association on or before the tenth day of any month in which it is due shall be assessed a late charge in an amount not less than Five Dollars (\$5.00) for each such late payment. The amount of the late charge shall be subject to adjustment from time to time by the Association, provided that such amount shall not be in an amount in excess of the amount of the maximum then permitted under the Utah Uniform Consumer Credit Code. The amount of any assessment which is not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month from the date each such installment becomes due until same shall be paid. Late charges and interest on any unpaid monthly installments of any Regular Assessment may be charged according to procedures established by the Association, whether or not monthly statements shall be sent. Failure of the Association to give timely notice of any Regular 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 Regular Assessment.

9.5 Inadequate Funds. In the event that the Association Fund shall prove inadequate at any time for whatever reason, including nonpayment of any Owner's Regular Assessments, the Association may levy additional Assessments in accordance with the procedure set forth in Section 9.6 provided, however, that the vote therein specified shall be unnecessary.

9.6 Special Assessments. In addition to the Regular Assessments authorized by this Article, the Association may levy Special Assessments at any time and from time to time, upon the affirmative vote of more than fifty percent (50%) of the Total Votes of the Association. Such Special Assessments shall be in such amounts and shall be payable over such periods as the

Association may determine and which shall have been approved in such vote. Such Special Assessments shall be levied 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, or Common Improvements, or any part of any of these, or for any other expenses incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of 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 of Lots then subject to assessment in an amount equal to the result obtained by multiplying the total amount of the Special Assessment by a fraction, the numerator of which is the number of Lots owned by the Owner and the denominator of which is the total number of Lots then subject to assessment. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners, and 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 one and one-half percent (1.5%) per month from the date such portions become due until paid. All funds received from Special Assessments under this section shall be used specifically for the purpose for which such Special Assessment shall be levied or returned to the Owners.

9.7 Collection of Assessments. In addition to any other right or remedy specifically set forth herein for the collection of unpaid Assessments, the Association shall have the right to establish procedures for the collection of Assessments, including charging of interest and late charges, and shall have any and all rights and remedies provided at law or equity for the collection of debts. Any or all such rights shall be exercised in such manner, on one or more occasions and in such order as the Association shall elect, without waiver of any other right, remedy or lien set forth in this Declaration. Any failure of the Association to exercise any such right on one or more occasions shall not constitute a waiver of the right to so exercise such right in the future. In the event that the Association shall file a lien, commence legal proceedings or refer the collection of any unpaid Assessment to an attorney for collection thereof, then interest shall be deemed to accrue on any unpaid portion of the Assessment from the first day of the fiscal year for which any Regular Assessment shall be due or from the due date established for any other Assessment levied in accordance with the provisions of this Declaration.

9.8 Lien for Assessment. All Assessments, together with interest thereon as provided herein, shall be secured by a lien on the applicable Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Declaration, the Association shall 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 of the Lot and a legal description of the Lot. Such notice shall be signed by a duly authorized officer of the Association, acknowledged and shall be recorded in the office of the County Recorder of Davis County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of an Assessment. Such lien may be enforced by sale of the Lot encumbered by the lien at a foreclosure sale conducted by the Association and conducted generally in accordance with the provisions of Utah law applicable to the exercise of powers of sale for

foreclosure under a deed of trust or in any other manner permitted by Utah law. In any such sale by foreclosure, the Owner shall be required to pay the Association's costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien herein provided whether or not same shall be specifically set forth therein. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure or sale, and all such Assessments shall be secured by the lien herein provided. The Association shall have the right and power to bid in any foreclosure or other sale, and to hold, lease, mortgage or convey the subject Lot. In the event that the Association becomes the Owner of such Lot as a result of such foreclosure and the Owner fails to immediately vacate such Lot, the Owner shall be required to pay a reasonable rental for the Lot and the Association shall be entitled to the appointment of a receiver to collect the rental without regard to the value of security. Upon any foreclosure sale, the Owner or any person in occupancy of the Lot or any portion thereof, shall immediately become a tenant at will of the purchaser at such sale.

9.9 Personal Liability of Owner. The amount of any Regular or Special Assessment against any Lot, together with accrued interest and late charges, against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use or enjoyment of any of the Common Areas or by abandonment of said Owner's Lot or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

9.10 Statement of Account. Upon payment of a reasonable fee not to exceed \$15.00 and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth (i) the amount of the unpaid Assessments, if any, with respect to such Lot, (ii) the amount of the current Regular Assessment and the date or dates upon which installments thereof become due, (iii) the amount of any current Special Assessment and the date or dates upon which the same or portions thereof become due, (iv) any credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums, and (v) any other charges, costs or expenses, fines, or other amounts then required of, charged to, or levied upon such Owner or such Owner's Lot consistent with the provisions of this Declaration. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

9.11 Personal Liability of Purchaser. Subject to the provisions of Section 9.10, a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid Assessments against such Lot up to the time of the grant or conveyance; provided, however, that this section shall not prejudice the purchaser's right to recover from the seller the amount of any such Assessments actually paid by the purchaser.

9.12 Amendment of this Article. This Article IX shall not be amended unless the Owners holding at least eighty percent (80%) of the Total Votes of the Association shall consent and agree to such amendment upon a vote of the Owners held for such purpose. Such vote shall be duly certified by the Board in the written amendment hereto, and said amendment shall be effective upon the recordation thereof in the official records of Davis County, State of Utah.

ARTICLE X
Insurance

10.1 Insurance. The Association shall obtain and keep in full force and effect at all times at least the types of insurance coverage set forth in this Article to be provided by companies licensed to do business in the State of Utah.

10.2 Public Liability and Property Damage. The Association shall obtain commercial general liability insurance coverage, in such amounts (but in no event less than \$1,000,000.00 per occurrence) and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project by the Association.

10.3 Workers' Compensation. If the Association shall employ any person, the Association shall obtain and maintain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by applicable law.

10.4 Loss Adjustment. Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

10.5 Owner Insurance. The Association shall not maintain insurance for any Lot, Unit, or any improvements, the personal property of any Owner or any contents of any Unit, or for any Vehicles upon the Project which are not owned, maintained, operated, or used by the Association. Said insurance coverage shall be the sole and absolute responsibility of each respective Owner. Therefore, in addition to all other insurance required to be maintained by the Association, each Owner shall obtain, at such Owner's own expense, insurance coverage for the applicable Lot, Unit, improvements, the personal property, the personal liability of such Owner and covering such other risks as such Owner may deem appropriate; provided, however, that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Declaration. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance of the Owner's Lot and

risks associated therewith shall contain a waiver of the insurance company's right of subrogation against the Association, the Declarant, the Manager, other Owners and their respective servants, agents, invitees, and guests.

10.6 Owner Responsibility. Each Owner shall be responsible to replace and/or reconstruct any damage to any part of the Common Areas or Common Improvements caused by such Owner or its guests, tenants, licensees or invitees.

ARTICLE XI Compliance

11.1 Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the Articles, Bylaws and Regulations, and the decisions and resolutions of the Association adopted pursuant thereto, as any of the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for enforcement as provided in this Article. The enumeration of remedies in this Article shall neither waive nor limit for any person or entity mentioned herein the remedies available to such person or entity. The rights and remedies set forth in this Article are cumulative and are in addition to and not in lieu of any other right or remedy which any person or entity may have under any other instrument or agreement or at law or in equity.

11.2 Association Enforcement. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any supplemental or amended Declaration, or in the Bylaws or Regulations, with respect to any Owner or Lot, and all matters within such Owner's control, shall be enforceable by the Association by sanctions, which sanctions may include reasonable monetary fines, and suspension of the right to use the Common Improvements for a period not longer than thirty (30) days for each violation or breach. No fine may be levied against the Owner for any matter within such Owner's control except after written notice of the violation shall have been given or for any amount which shall be more than one percent of such Lot's Regular Assessment for any one violation. After notice of a violation of this Declaration, the Bylaws or Regulations, no fine may be levied or charged except such violation continues for forty-eight (48) out of the seventy-two (72) hours following the giving of the notice of violation, after which a fine may be imposed by notice of a fine; but each day a violation continues after notice of a violation is given to the Owner is a new and separate violation but no additional notice of such violation need be given. If an Owner requests in writing a hearing following a notice that a fine has been imposed, the imposition of the fine shall be suspended until after the hearing. Fines shall be payable within twenty (20) days after notice is given of imposition of a fine and shall also be a lien against said Owner's Lot and the personal liability of the Owner as provided in Article IX.

11.3 Judicial Enforcement. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any supplemental or amended Declaration, or in the

Bylaws or Regulations, with respect to the Association, Owner or Lot, shall be enforceable by the Declarant, the Association, or any Owner, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any supplemental or amended Declaration, with respect to a person or entity or property of a person or entity other than the Association or the Declarant shall be enforceable by the Declarant or by the Association or, in a proper case, by an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due and unpaid. In the event any action, with or without suit, is undertaken by the Association to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee.

11.4 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue as long as such Owner remains an Owner as "Owner" is defined herein, notwithstanding that said Owner may be leasing, renting, or selling under contract said Owner's Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after said Owner conveys such Lot of record, provided, however, that such Owner shall remain liable for expenses incurred in enforcing or collecting obligations accruing prior to such conveyance.

ARTICLE XII Mortgagee Protection

12.1 Breach. No breach of any of the covenants, conditions, restrictions, or limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions or limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure, trustee's sale or by deed or assignment in lieu of foreclosure.

12.2 Notice of Noncompliance. From and after the time a Mortgagee makes written request to the Association therefor, the Association shall notify such Mortgagee in writing in the event that the Owner of the Lot encumbered by the Mortgage held by such Mortgagee neglects, for a period of thirty (30) days or more, to cure any failure on the part of such Owner to perform any of his obligations under this Declaration.

12.3 Priority of Assessment Lien. The lien or claim against a Lot for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to a Mortgage affecting such Lot which has been recorded prior to the date such Assessment became due. A Mortgagee who comes into possession of the Lot pursuant to his Mortgage or a deed or assignment

in lieu of foreclosure shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder or delivery of a deed or assignment in lieu of foreclosure, except for claims for a pro rata share of such prior Assessments or charges resulting from a pro rata reallocation thereof to all Lots including the Lot in which the Mortgagee is interested. No Assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not being a burden to a Mortgagee coming into possession pursuant to his Mortgage or a deed or assignment in lieu of foreclosure shall be collected or enforced against a Mortgagee, a successor in title to a Mortgagee, or the Lot affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Lot). Nothing contained herein shall preclude the Association from pursuing collection of an unpaid Assessment from the Owner responsible for the payment of the Assessment levied against the Lot which has been foreclosed or otherwise taken over by a Mortgagee or a purchaser at a foreclosure sale; provided that such collection from said Owner shall not seek to impair title to the Lot.

12.4 Required Approval of Mortgagees. Unless all of the first Mortgagees of the individual Lots have given their prior written approval, the Association shall not be entitled, by act, omission or otherwise to:

(a) abandon or terminate the Project or to abandon or terminate the arrangement which is established by this Declaration and the Map, except for abandonment ordered by a court or provided by statute;

(b) abandon, partition, subdivide, encumber, alter the boundaries of, sell, diminish or transfer all or any part of the Common Areas (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas);

(c) use hazard insurance proceeds to which it is entitled resulting from damage to any part of the Project (including the Common Areas and Common Improvements) for purposes other than repair, replacement, or reconstruction of such parts; or, in case of a balance after payment of all costs of such repair, replacement, or reconstruction, to use such balance for purposes other than as consistent with those purposes for which the Association Fund may be used;

(d) change the vote applicable to each respective Lot or obligations of any Unit which apply for purposes of levying Regular or Special Assessments or charges.

(e) subject any Lot to any unreasonable restraints on alienation not specifically provided for in this Declaration, which would adversely affect title or marketability of a Lot, or the ability of the Mortgagee to foreclose its Mortgage lien and thereafter to sell or lease the mortgaged Lot; or

12.5 Article Supersedes All Others. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Association with respect to the subject concerned.

12.6 Amendment of this Article. No amendment to this Article which has the effect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless all of the first Mortgagees of the individual Lots have given their prior written approval to such amendments. Any amendment to this Article shall be accomplished by an instrument executed by the Association and filed for record in the office of the County Recorder of Davis County, State of Utah. In any such instrument, an officer of the Association shall certify under penalties of perjury that any prior written approval of first Mortgagees required by this Article as a condition to amendment has been obtained.

12.7 Notices to Mortgagee. Any notice to a Mortgagee under this Article shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by first class mail, postage prepaid, and addressed to the Mortgagee at the address for notices from time to time specified by the Mortgagee in writing to the Association. Any such notice shall be deemed to have been given and received and shall be effective when personally delivered or when deposited in the U.S. mail in the form herein specified, whichever first occurs.

ARTICLE XIII General Provisions

13.1 General Interpretation. The provisions of this Declaration, and any supplemental or amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned unit development. Failure to enforce any provision, restriction, covenant or condition contained in this Declaration, or in any supplement or amendment to this Declaration, shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provisions, restrictions, covenants or conditions.

13.2 Rules of Construction. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. The provisions hereof shall be in addition and supplemental to all other provisions of applicable law. Except for judicial construction, the Board of Trustees shall have the exclusive right to construe and interpret the provisions of this Declaration, the Articles, Bylaws and Regulations. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof, or of the Articles, Bylaws or Regulations, shall be final, conclusive and binding as to all persons and property benefitted or bound by this Declaration and provisions hereof. No term within this Declaration is defined with reference to the Utah Condominium Ownership Act (terms herein are not intended to be defined by such Act), and any usage of terms in this Declaration which is similar

to the usage of terms present in the Condominium Ownership Act is purely coincidental. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include any individual, partnership, limited liability company, corporation, trust, or other association or entity or combination thereof. Any use of the term guests, tenants, licensees or invitees shall be deemed to include persons related or unrelated to an Owner who reside in the Unit or who are present on the Project and the guests, tenants, licensees and invitees of such persons. The article and section headings set forth herein are for convenience and reference only and are not intended to expand, limit or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. All exhibits attached hereto are by this reference incorporated herein and made a part hereof.

13.3 Notices. Each Owner shall register from time to time with the Association its current mailing address. Unless otherwise provided in this Declaration and then only to the extent so provided, all notices, demands and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by first class U.S. mail, postage prepaid, addressed to the Owner or at its registered mailing address or, if no address has been registered for an Owner, to the Unit on the Lot owned by such Owner. All notices, demands and other communications to the Association or Board as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by first class U.S. mail, postage prepaid, addressed to the Association at its offices or to such other address as the Association may hereafter designate by notice to the Owners as herein provided. All notices, demands and other communications to the Declarant as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by first class U.S. mail, postage prepaid, addressed to Prince Development Company, L.L.C., 307 West 200 South, Suite 3004, Salt Lake City, Utah 84101, or to such other address as the Declarant may hereafter designate by notice to the Owners as herein provided. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when personally delivered or when deposited in the U.S. mail, postage prepaid, and in the form provided for in this section, whichever first occurs.

13.4 Assignment of Declarant's Rights. Any and all rights and powers of Declarant herein may be delegated, transferred or assigned.

13.5 Audit. The Association may, at the expense of the Association Fund, obtain audits, by certified public accountants, of all books and records pertaining to the Association at such intervals as the Association shall deem appropriate, and copies thereof shall be furnished to the Owners. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association.

13.6 Amendment. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least sixty-seven percent (67%) of the Total Votes of the Association consent and agree to such amendment by a vote of the Members duly called for such purpose, and evidenced and certified by instruments which are duly recorded in the office of the County Recorder of Davis County, State of Utah. Such Amendment shall be signed by the Association and the certification contained in such Amendment that the Amendment has been approved in accordance with the procedures contained herein shall be sufficient to permit reliance by any party upon the terms and conditions of such Amendment and no further inquiry as to the validity of such Amendment shall be required of any party.

13.7 Term; Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of thirty (30) years from the date of recordation. From and after said date thirty (30) years from the date of recordation, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting sixty-seven percent (67%) of the Total Votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose and the Association shall have no further maintenance obligations with respect to the Project. No vote to terminate this Declaration shall be effective unless and until written consents to such termination have been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded first mortgages and deeds of trust.

13.7.1 Conditions Precedent to Termination. Notwithstanding that the affirmative vote of Owners shall have been obtained in accordance with the provisions of Section 14.7, no termination of the Declaration shall occur unless and until such time as responsibility for the maintenance of all areas maintained by the Association shall have been assumed by the City.

13.7.2 Notice of Termination. If the necessary votes and consents are obtained, the Board of Trustees shall cause to be recorded in the Davis County records a "Certificate of Termination," duly signed by a member of the Board and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

13.8 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints of alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the issue of Elizabeth II, Queen of England, and the now living children of said issue, or until this Declaration is terminated as herein

provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect.

13.9 Effective Date. This Declaration shall take effect upon recording in the Office of the County Recorder of Davis County, State of Utah.

13.10 Agent for Service. The name and address of the person to receive service of process shall be the registered agent and address of the Association as shown on the official corporate records maintained in the office of the Department of Commerce, Corporations Division, State of Utah. On the date of this Declaration, the registered agent of the Association is Alan J. Prince, and the registered address is c/o Jessi's Meadow Project Homeowners Association, 307 West 200 South, Salt Lake City, Utah 84101

13.11 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in or upon the Project, or resulting from the failure of any of the Common Areas or Common Improvements. No diminution or abatement of any Assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining such part of the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules or orders of any governmental authority.

PRINCE DEVELOPMENT COMPANY, L.L.C.,
a Utah limited liability company

By: _____

Alan J. Prince, Managing Member

[Notary Acknowledgments on following page]

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

E 1612385 B 2689 P 1046

On this 6 day of September, 2000, before me a Notary Public, personally appeared Alan J. Prince, known to me to be the Managing Member of Prince Development Company, L.L.C., a Utah limited liability company, who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the same.

My Commission Expires:
5/30/04



NOTARY PUBLIC
Residing in: Salt Lake City, Utah.

