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Amended Restrictive Covenants Page 1 of 27
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HARRISBURG ESTATES

HOMEOWNERS ASSOCIATION

COVENANTS, CONDITIONS

& RESTRICTIONS

6TH AMENDMENT

OCTOBER 1, 2009

HARRISBURG HOMEOWNERS CC&R'S

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COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE HARRISBURG ESTATES
HOMEOWNERS ASSOCIATION
(6th Amendment)
Revised October 22, 2009

This amendment to the Covenants, Conditions and Restrictions (CC&R's) for the Harrisburg Estates Owner Association (HEOA) is executed **October 1, 2009** and recorded by the HEOA as Entry # # Pages to of the Official Washington County Records. These CC&R's shall include Subdivisions (Phases) 1, 2, 3 & 4 for a total not to exceed 275 lots.

This amendment is executed jointly with Harrisburg Resort Limited, Inc. (Developer), and Idaho Limited Partnership and Corporation, and the Harrisburg Estate Owners Association until such time as the lots have been completed in Harrisburg Estates Phase 3 and turned over to the HEOA.

These CC&R's will include all lots and lot owners and Common Areas in Phases 1, 2, 3 & 4 (exhibit E). This included current status and future status. In addition to these CC&R's, the HEOA Articles of Incorporation, HEOA Bylaws and HEOA Rules and Regulations shall be the governing source for the operation of Harrisburg Estates. All persons, whether permanent or temporary, shall be responsible to adhere to these documents.

These CC&R's are prepared as a governing document to uniformly provide a planned Recreational and Retirement Community for all owners to enjoy.

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ARTICLE I
DEFINITIONS

Section 1. **"Architectural Control Committee"** (ACC) - shall refer to a committee with a minimum of 5 members as hereinafter defined, one a HEOA Board of Trustee, who shall decide those matters with respect to architectural control as are conferred upon it by these CC&R's.

Section 2. **"Articles"** shall mean the Articles of Incorporation of the HEOA, which are, or shall be filed in the Office of the Secretary of the State of Utah, as may be amended from time to time by the Board of Trustees.

Section 3. **"Association"** shall mean and refer to the Harrisburg Estates Owners Association (HEOA), a nonprofit Utah Corporation, its successors and assigns.

Section 4. **"Board"** shall mean the Board of Trustees of the HEOA.

Section 5. **"Bylaws"** shall mean the Bylaws of the HEOA as may be amended, after membership notification and discussion, by the Board

Section 6. **"CC&R's"** shall mean the HEOA Covenants, Conditions and Restrictions set forth in the entire document, including exhibits, and as may be amended from time to time by a **51% membership vote**.

Section 7. **"Common Areas"** shall mean all real property and facilities owned by the HEOA for the common use and enjoyment of the owners, as set forth in Exhibits B & E. There are 3 types of Common Areas, i.e. Clubhouse Common Area - as outlined by large dots, Limited Common Area - as outlined by small dots, and Common Area - as defined by dashes.

Section 8. **"Guest"** shall mean a person visiting an Owner or an Owner's lot on a short term basis (30 days or less). Exceptions for extenuating circumstances must have PRIOR written approval by the Board.

Section 9. **"HEOA Improvements"** shall mean the buildings, roads, parking areas, lighting fixtures, fences, walls, trees, shrubs, plantings, swimming pool and spa, lawns and all other structures or landscaping which belong to the HEOA Common Areas.

Section 10. **"Lot"** shall mean and refer to any separate parcel of real property shown upon a recorded phase map of the Harrisburg Estates, not including the Common Areas

Section 11. **"Manager or Management"** shall refer to the professional or other management as required, retained by the HEOA to supervise the operation of the Harrisburg Estates.

Section 12. **"Member"** shall mean Owner as defined.

Section 13. **"Owner(s)"** shall mean and refer to the owner of record, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Except as described otherwise herein, "Owner" shall not include a lessee or tenant of a Lot. For the purposes of Article V only, unless the context otherwise requires, "Owner" shall also include the family, guests, invitees, licensees and lessees of any owner, together with any other person or parties holding any possessory interest granted by such owner of any lot.

Section 14. **"Property or Properties"** shall mean and refer to that certain real property described in Exhibits B & E.

Section 15. **"Permanent Basis"** refers to owners that reside in a unit in excess of 30 days.

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Section 16. A. "Recreational Vehicles (**Owners**) shall mean motor homes, travel trailers, 5th wheel trailers, tent-type folding trailers or camping vehicles as may be designated by the Board. All RV's should be no more than ten (10) years old with the ACC determining the condition of said RV, at the time of their first use on the lot. If an RV is less than ten (10) years old and in a questionable condition, the ACC shall determine if the condition is approved for moving into Harrisburg Estates. A decision by the ACC Committee shall be subject to appeal to the Board of Trustees in accordance with the "Appeal Procedure". If approval is denied by the ACC and the Board of Appeal, a 30 day time limit for removal of said RV is the responsibility of the lot owner.

B. "Recreational Vehicles (**Rental**) shall mean lot owners who are renting their lot shall verify the age (limit 10 Years) and/or condition of an RV before rental of lot. The ACC may require the removal if there is a questionable condition of said RV. If the ACC determines the removal of the RV is needed, the owner will be notified and held responsible for the removal of the RV within 30 days.

Section 17. "Rules and Regulations" shall mean the rules document adopted by the Board

Section 18. "Single Family" shall mean a maximum occupancy per unit of two (2) persons per bedroom. For example, if a lot was occupied by a Recreation Vehicle (RV), a Park Model home, or a Stick-built home and there was one bedroom in the unit, a total of two (2) people would be allowed to live in the unit on a permanent basis. If the lot is occupied by a unit containing two (2) bedrooms, a total of four (4) people would be allowed to live in the unit on a permanent basis.

Section 19. "Types of Homes" shall refer to Stick-built recreational homes which are built from the foundation up, Park Model Recreational homes, Manufactured homes and RV's are allowed in Phases 1, 2& 4. A 900 interior square footage is allowed, but must have adequate off-street parking on the lot and must meet the setbacks required by the City of Hurricane. All homes must receive PRIOR approval by the ACC and the City of Hurricane.

Section 20. "Unit" shall mean a residential structure placed on a lot - RV, Park Model, Manufactured Home or Stick built.

ARTICLE II
THE ASSOCIATION (HEOA)

Section 1. Organization

A. The Association (HEOA) is a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law as set forth in the Articles, Bylaws and these CC&R's. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with these CC&R's.

B. Board of Trustees and Officers. The affairs of the HEOA shall be conducted by a Board of Trustees and such Officers as the Trustees may elect or appoint in accordance with the CC&R's, Articles and the Bylaws, as same may be amended with discussion from the members from time to time.

Section 2. Authorities of the HEOA. The HEOA shall have such rights, duties and powers as set forth in these CC&R's and the Articles as same may be amended from time to time.

Section 3. Rules. By a majority vote of the Board, from time to time and subject to the provisions of these CC&R's, Articles, and Bylaws may adopt, amend and repeal Rules and Regulations. The Rules and Regulations may restrict and govern the use of any area by any Owner or by an invitee, licensee or lessee of such Owner; provided, however, that the Rules and Regulations may not discriminate among Owners and shall not be inconsistent with these CC&R's, the Articles or Bylaws. A copy of the Rules and Regulations shall be mailed or delivered to each Owner and they have the same force and effect as set forth in these CC&R's.

Section 4. Personal Liability. No member of the Board or any committee of the HEOA or any officer of the HEOA or any HEOA manager shall be personally liable to any Owner or to any other party, including the HEOA, for

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any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the HEOA, the Board, any HEOA Manager or any other representative or employee of the HEOA, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE III
VOTING RIGHTS

Section 1. Every Owner shall be a Member of the HEOA.

Section 2. Any owner not current on association dues or assessments will not be eligible to vote.

Section 3. When more than one person is the owner of a lot, all such persons shall be Members. The vote for such lot may be exercised as the Owners among themselves determine, but in no event shall more than one ballot be cast with respect to any lot. The vote for each such lot must be cast as a unit and fractional votes shall not be allowed. In the event that Joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain lot it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same lot. In the event more than one ballot is cast for a particular lot, none of said votes shall be counted and said votes shall be deemed void.

Section 4. Owners will vote on any matters that come before the members for a vote. The Board of Trustees shall be elected by vote of the HEOA Owners.

ARTICLE IV
MEMBERS RIGHTS

Section 1. Each Member shall have such rights, duties and obligations as set forth in the Articles and Bylaws, as same may be amended from time to time.

Section 2. The HEOA membership of each Owner of a lot shall be appurtenant to and may not be separated from the membership in the HEOA, shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to Owner's lot and then only to the transferee of ownership to such lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, exercise of a power of sale under the provisions of a deed of trust or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to said lot shall operate to transfer said membership to the new owner thereof.

ARTICLE V
PROPERTY RIGHTS

Section 1. **Owners' easements of enjoyment.** Except as limited herein, every Owner shall have a right and easement of enjoyment in and to the Common Areas, for the purposes for which said various areas are intended, which shall be appurtenant to, and shall pass with the title to every lot, subject to the following provisions:

- A. The right of the Association to charge reasonable fees for the use of any facility situated upon said areas;
- B. The Association may suspend the right to use of the facilities by an owner for any period during which any assessment against his lot remains unpaid or for any infraction of these CC&R's, Articles, Bylaws or the Rules and Regulations in effect as may have been amended.
- C. The right of the Association to dedicate, transfer or convey, all or any part of said areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members as hereinafter provided. No such dedication, transfer, or conveyance shall be effective unless an instrument, signed by Owners representing (51%) of the lots and agreeing to such dedication, transfer, or conveyance, has been recorded;

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D. The Association shall maintain all such areas conveyed including any structures or improvements (such as other recreational amenities, clubhouses, rest rooms & shower facilities and the like), as included in phase 1, 2, & 4.

Section 2. Delegation of use. Any Owner may delegate, in accordance with these CC&R's, Articles, and Bylaws his right of enjoyment of the Common Area to the members of his family, his tenants, lessees, guests, and invitees, provided such delegation is for a reasonable number of persons and at reasonable times, as may be regulated from time to time by the Rules and Regulations adopted by the Board of Trustees.

Section 3. Owner's Easement of Enjoyment Limitations:

A. Except as described herein, an Owner's right and easement of enjoyment in and to the Common Areas, shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owners Lot. Upon the sale of any Owner's lot, notwithstanding that the description in the instrument of ownership, may not refer to the areas.

B. Said areas shall remain undivided and no action for partition or division of any part thereof shall be permitted.

C. Every eligible owner, renter or guest may use the Common Area in common with the owners, renters or guests of other lots in accordance with the purposes for which it is intended without hindering or encroaching upon the lawful right of such others.

D. No Owner will be exempted from liability for assessments with respect to said areas, by waiver of the enjoyment of the right to use said areas or by abandonment of his lot or otherwise.

E. Any Owner who rents or leases his lot to another shall forfeit his right to the use and enjoyment of the rented lot privileges and shall be deemed transferred to the renter or lessee for the term of the lease.

Section 4. Special Restrictions Regarding Limited common Areas: For all purposes, the Limited Common Areas shall be treated, managed, maintained, governed and controlled as though said Limited Common Areas were Common Areas, as defined herein, with the exception that each Limited Common Area shall have the following special limitations.

A. Said Limited common areas shall be for the additional use of abutting lot owners as limited by the ACC. Lot owner may not build upon said Limited Common Area any permanent structure with the exception of additional outside recreational facilities such as patios, barbecue pits, etc. which shall become the responsibility of the said lot owner to maintain, keep clean and remove, if requested to do so by the Association/ Board.

B. In no event shall the abutting lot owner with special right and access to the Limited Common Area, be authorized to fence said area or to place a swimming pool on said area.

C. Said abutting lot owner shall have the added use and benefit of said Limited Common Area and said abutting lot owner shall have priority use of said Limited Common Area. Nothing as contained herein shall remove said Limited Common Areas from the jurisdiction of the Association or the ACC of HEOA, as described herein.

D. The Limited Common Area shall be provided for the benefit of abutting lot owners as described above, and the lots shall have the additional special rights to the assigned Limited Common Areas as described in Exhibit B & E, as follows:

1. Lot 11 - Limited Common Area "B"
2. Lot 12 - Limited Common Area "C"
3. Lot 78 - Limited Common Area "H" Phase 1
4. Lot 68 - Limited Common Area "G"
5. Lot 67 - Limited Common Area "F" (Others as assigned to completion of phase 3)

Section 5. Special Status of Clubhouse Common Area

A. The Clubhouse Common Area, as described and defined herein (see Exhibit D), shall be treated and administered for all purposes according to the terms and conditions of these CC&R's, Articles, Bylaws and Rules and Regulations as said with the exception that the Association shall own the right, title and interest to said Clubhouse Common Area (as of 2/28/97)

B. The Clubhouse Common Area shall be used mutually by the HEOA Owners in Phase 1, 2, & 4.

C. The HEOA covenants and affirms that the Clubhouse Common Area shall be available according to the terms and conditions together with any additional amended CC&R's, Articles, Bylaws and Rules and

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Regulations, to a maximum of 275 lots, it being understood that lots shall be those parcels of property, together with the property owners as limited by this agreement.

Section 6. Easement for Encroachments. Each lot within the project is hereby declared to have an easement over all adjoining lots for the purpose of accommodating any encroachment due to engineering or original construction errors, settlement or shifting of the lot. There shall be valid easements for the maintenance of said encroachments so long as they shall exist and the rights and obligations of owners shall not be altered in any way by said encroachment, settlement or shifting. In no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful misconduct of said owner or owners.

ARTICLE VI
LAND USE CLASSIFICATIONS, PERMITTED USES, AND RESTRICTIONS

Section 1. The permitted uses, easements, and restrictions for all property covered by the CC&R's shall be as follows:

A. Lots:

(1) All lots shall be developed and maintained to create a community for the leisure time resident. RV's, Recreational Park models, stick-built recreation homes and manufactured homes are allowed in the Harrisburg Estates. All must receive approval from the ACC and the last three must receive PRIOR approval from the ACC and the City of Hurricane.

(2) No gainful occupation or other nonresidential use shall be conducted on the property which involves excessive traffic or unapproved appearance on any lot (such as signs etc.).

(3) Owners may lease their lots to others, but any such use shall be limited to the occupancy restriction as defined under the term "single family". Only one RV, Manufactured Home, Park Model or Stick-built home may be parked or maintained on a lot at any time to be used as a residence.

(4) An additional RV may be parked on a lot (provided no sewer or water hookup) for the use of guests and no more than 14 days.

(5) Parking on the street for a maximum of 24 hours for the purpose of loading and unloading an RV is allowed. RV must be parked in front of homeowners lot as far off the street as possible. An RV cannot be parked on a curve. **EMERGENCY VEHICLES have the right of way.**

B. Registration of Guests: Owner should pre-register any incoming guests at the office if owner is to be away from residence.

C. Control of Children: Children MUST be supervised at all times by their parent or guardian. Children must not play or loiter in the streets, Common Areas (including the Grounds, Clubhouse, Showers & Pool) unless supervised by parent or guardian. At no time will children be allowed to engage in any activity which constitutes an annoyance to other owners or damage to property. In addition, use of the Common Area facilities by children shall be at the time periods posted by HEOA. .

D. Antennas: Any exterior antenna or other device for transmission or reception of television or radio signals to be erected, used or maintained in Harrisburg Estates, unless incorporated in the construction of unit, must receive PRIOR approval in writing from the ACC.

E. Utility Service: Exterior lines, wires, or other devices for the communication or transmission of electric current or power, telephone, television, and radio signals (on a permanent basis) to be erected, placed or maintained anywhere in Harrisburg Estates must receive prior written approval from the ACC. Permission is not necessary for the above for temporary use.

F. Propane or other gas storage: Propane or other gas storage shall not be allowed on lots except as are installed by a licensed distributor and installed to meet applicable State and local codes for the installation of gas service. Permanent propane tanks for structures must be installed near the rear or back of lot and hidden as much as possible from view. Portable barbecue units excepted.

G. Improvements and Alterations: The Homeowner must receive PRIOR written approval from the ACC BEFORE any exterior lot or exterior unit improvements and/or alterations. . The ACC (with the Boards approval) shall establish a procedure for the preparation, submission and determination of applications. The ACC

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shall have the right to refuse approval of any plans or specifications or grading plan, which, in its opinion, are not suitable or desirable for aesthetic or other reasons. All subsequent additions to or changes or alterations in any building, retaining wall or other structure, including exterior color scheme and building materials, shall be subject to the prior written approval of the ACC. All decisions of the ACC shall be final and no Lot-owner or other parties shall have recourse against the ACC or any of these members, for or with respect to any decisions made in good faith shall be subject to appeal to the Board in accordance with Appeal Procedure

H. Maintenance of Lawns and Plantings: The HEOA shall maintain the lawns and plantings on the Common Areas. They shall have the right, at any time, to plant, replace, maintain and cultivate landscaping, shrubs, trees, grass and plantings on any Common Areas. No Owner shall remove, alter, injure or interfere in any way with any landscaping, shrubs, trees, grass or plantings placed upon any of the Common Areas without prior written approval from the Board. The HEOA shall also have the right and obligation to periodically, as needed, enter upon the lots without being liable for trespassing to remove weeds and to spray for weed control, the cost of said service to be paid by the owner of the lot(s). In the event of the failure or refusal of any owner to pay, the Board shall levy a special assessment against such owner, which may be enforced under the lien provisions contained in these CC&R's.

I. Operation and Maintenance by HEOA: The HEOA, by its duly delegated representative, shall provide for such maintenance and operation of the Common Areas to keep them clean, functional, attractive and generally in good condition and repair. In the event that special need for maintenance or repair of Owner's lot should be necessitated through willful or negligent act of the Owner, his family, guests, lessees, or invitees, the cost of such maintenance shall be added to and become a part of assessment to which such lot is subject.

J. Trash Containers and Collection: The Board shall have the right, in its sole discretion, to subscribe to a trash service. All rubbish, trash or garbage shall be removed from the lots by owner or lessee and shall not be allowed to accumulate thereon.

K. Overhangs: Trees, shrubs, or plantings of any kind on any property shall not be allowed to overhang or otherwise to encroach upon any Common Area from ground level to a height of twelve (12) feet, unless prior written approval given by ACC.

L. Right of Way: PRIOR written notification is to be given by the Board or any authorized representative of the Board, to have the right to enter upon and inspect any property improvements, except for the interior portions of a building or RV, for the purpose of ascertaining whether or not the provisions of these CC&R's, Articles, Bylaws and Rules and Regulations have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry. Exception is in the case of an emergency.

M. Machinery and Equipment: Machinery or equipment of any kind shall not be placed, operated or maintained upon or adjacent to any property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such property. Exception that which the HEOA require for the operation and maintenance of the Common Areas. (Utilities and or drainage easement.)

N. Restrictions on Further Subdivision: No lot shall be further subdivided or separated into smaller lots or parcels by any Owner. No lot shall be conveyed or transferred by any Owner, without the prior written approval of the Board. No lot may be converted into a condominium, cooperative, time share or other similar type of entity. No portion but the entire lot, together with the improvements thereon, may be rented or leased, and then only to a single family; provided however, that no lot may be leased or subleased without prior written notice to the Board/Management of the names of the lessee and their family members and the term of the lease, and in compliance with these CC&R's, Articles, Bylaws and such other rules as may be established by the Board.

O. Signs: Signs may be erected for the purpose of selling the property if the sign is a standard Real Estate sign. Any other signs must have prior written approval from the Board unless addressed in the Rules and Regulations and Bylaws.

P. Utility Easements: There is hereby created a blanket easement upon, across, over and under the Harrisburg Estates (Phases 1, 2 & 4) for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including (but not limited to) water, sewer, gas, telephone, electric, cable TV, communication and/or security lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service companies to install and maintain facilities and equipment on said property and to affix and maintain wires, circuits and conduits on, under and across said property.

Q. Animals: The only pets that shall be allowed to be maintained on any property covered by these CC&R's will be generally recognized as house pets (2 maximum). Any other type of pet will have to receive written approval given by the Board. HEOA will not be held responsible for any animal hurt or killed on any of our streets.

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Homeowners will be responsible for any damage or injuries caused by their pets, tenants pets or invitee's pets.

Any animal determined by the HEOA board, the Dept. of Animal Control, the County Health Dept. or our Insurance Company to be offensive, aggressive or dangerous to public health, safety or welfare will not be allowed.

Pet owners must abide by the Rules and Regulations.

R. Nuisances:

1. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property,

2. No odors shall be permitted to arise so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

3. Exterior speakers or other sound devices, may not create excess noise (unless used exclusively for security purposes) on any such property.

4. After reasonable notice (in writing), the Board or Manager shall have the right to determine and take all action to eliminate any such nuisance.

S. Motorcycles, ATV, Bicycles, Golf carts: The use of any motorized/unmotorized vehicles are allowed, provided that the vehicles are not excessively noisy or operated in an unsafe manner. Such use shall be regulated or restricted by public highway laws and the Rules and Regulations, adopted by the Board. Operators of an ATV or golf cart must be 16 years old.

T. Clothes Washing/Drying facilities: Outside clotheslines or other outside facilities for washing/drying/airing of clothing shall not be erected, placed or maintained on any property. No visible washing/drying machine shall be kept or maintained on any lot.

U. Mineral Exploration: No property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind or gravel, earth, or any earth substance of any kind.

V. Diseases and Insects: No owner shall knowingly permit any thing or condition to exist upon any property which shall induce, breed or harbor infectious plant diseases or noxious insects.

W. Drainage Easement: There is hereby created a blanket easement for drainage of surface water on, over and across the property.

1. No owner shall obstruct, divert, alter or interfere in any way with the drainage of groundwater upon, across or over any portion of the property.

2. Each owner shall at his own expense maintain the drainage ways and channels on his lot in proper condition free from obstruction.

3. After a reasonable (15 days) notice, the Board/Management shall have the right to repair or otherwise maintain the drainage way or channel on said owner's lot which the Board determines has not been maintained by the owner in compliance with this provision. Emergency situations will be handled accordingly.

4. All costs and expenses incurred by the Association shall be obligated to the respective lot owner and shall be paid to the Association on demand. Any sum not paid by an owner shall be treated as an assessment and collected in like manner in assessments levied pursuant to Article VII.

X. Architectural Control: The Board of Trustees shall appoint a minimum of 5 member Architectural Control Committee (ACC) which shall have the discretion in matters referred to it by the terms of these CC&R's. A majority vote (at least 3) shall control all decisions of the committee. Additions to the Common Areas or any buildings on lots or changes or additions to amenities or landscaping shall be subject to the review of the ACC for harmony in design with the Harrisburg Estates community.

Section 2. Permitted Uses and Restrictions - Common Areas

A. Permitted Uses:

1. Parking in designated parking spaces only shall be for the purposes of parking vehicles of owners, his guests, tenants and invitees. Visitor parking may be further regulated by the Rules and Regulations.

2. Access for vehicles and pedestrians between public streets and any parking areas situated on the property and any owner's lot.

3. Access for pedestrians on any sidewalks or walkways.

4. Access for persons engaged in maintaining the Common Areas of any owner's lot

5. Such other uses as may be adopted from time to time by the Board and set forth in the Rules and Regulations.

6. In general the Common Areas shall be used for the benefit of the owners and for their enjoyment.

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B. Restricted Uses:

1. The Common Area shall not be used by owners for storage of personal supplies, materials or property of any kind.
2. Such other restrictions as may be adopted by the Board and set forth in the Rules and Regulations.
3. No activity shall be carried on nor condition maintained by any owner upon the Common Areas which spoils the appearance of the property or hinders or encroaches upon the right of any other owner to utilize the Common Area.

C. Common Areas - Maintenance by HEOA: The Association shall, when needed or required, as to any Common Areas, conveyed, leased or transferred to it or otherwise placed under its jurisdiction, in the discretion of the Board without any approval of the owners being required:

1. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area in accordance with the original design.
2. Reconstruct, repair or refinish any road improvement or surface upon any portion of such area used as a road, street, walk and/or parking area.
3. Replace injured and diseased trees or other vegetation and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes.
4. Place and maintain upon any such areas signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof.
5. Remove all refuse from the Common Areas and wash or sweep paved areas as required; clean and relamp lighting fixtures as needed.
6. Repaint striping, markers, directional signs, etc., as necessary
7. Pay all Real Estate Taxes and Assessments on the Common Areas.
8. Pay all electrical, water, gas and other utility charges or fees for service furnished to the common Areas.
9. Do all that is necessary to preserve and protect the Common Areas as specified in these CC&R's, Bylaws, Articles and Rules and Regulations.
10. The Board shall be the sole judge as to the final appropriate maintenance of all grounds with the Common Areas.
11. Nothing herein shall be construed so as to preclude the Board from delegating its powers set forth above to a manager or agent or to other qualified persons.
12. Pay for the construction or installation of lights and other utility services on the Common Areas.
13. Maintenance of the Common Areas shall be conducted as directed by the Board or Manager as assigned.

Section 3. Insurance coverage's:

A. A policy or policies of **fire and casualty insurance** with extended coverage endorsement for the full insurable-replacement value of all improvements comprising a part of the Common Area, Limited Common Area and Clubhouse Common Area. The HEOA shall be named as an additional insured and in the event of loss, the proceeds shall be used to replace the damaged facility. The name of the insured under each such policy shall be in the form and substance similar to: "Harrisburg Estates Owner's Association for the use and benefit of the individual lot owners and mortgages, as their interests may appear".

B. A **comprehensive policy** or policies insuring the Owners, the HEOA and its Trustees, officers, agents and employees against any liability incident to the ownership, use or operation of the Common Area, Limited Common Areas and Clubhouse Common Area which may arise among themselves, to the public and to any invitees or tenants of the property or of the owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for nonowned or hired automobile, liability for property of others and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced

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and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the Project because of negligent acts of the HEOA or other Owners.

C. The HEOA shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with projects similar to the property in construction, nature and use.

D. All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or other similar standard yielding this minimum quality of insurer. Each insurer must be specifically licensed in the State of Utah.

E. HEOA shall have the authority to adjust losses.

F. Insurance secured and maintained by HEOA shall not be brought into contribution with insurance held by the individual owners or their mortgagees. Owners should retain their own homeowners insurance.

G. Each policy of insurance obtained by the HEOA shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the HEOA, the owners and their respective trustees, officers, agents, employees, invitees and tenants; that it cannot be canceled, suspended or invalidated due to the conduct of HEOA or of any Trustee, officer, agent or employee of HEOA without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the owners.

H. **Review of Insurance.** The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the HEOA's insurance program and shall report in writing the conclusions and actions taken on such review to the owner of each lot and to the holder of any mortgage on any lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the board shall be available for inspection by any Owner.

I. **Lots not insured by HEOA.** The HEOA shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any lot and/or units and acts and events thereon, except if the HEOA shall acquire in its own name a lot due to donation or foreclosure of HEOA liens or other valid reason.

Section 4. Damage or Destruction of Common Areas. In the event any Common Area, Limited Common Area or Clubhouse Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licenses or agents, such Owner does hereby authorize the HEOA to repair said damaged area in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the HEOA or the HEOA may enforce collection of same in the same manner as provided elsewhere in these CC&R's, Bylaws, Articles and Rules and Regulations for collection and enforcement of assessments.

Section 5. Condemnation: If at any time the Common Areas shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the HEOA and shall be used promptly by HEOA to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full, any proceeds of condemnation then or thereafter in the hands of the HEOA, shall be disposed of in such manner as the HEOA shall reasonably determine. In the event of a taking in which any lot is eliminated, the HEOA shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner and any first Mortgagee of such lot, as their interests shall appear, after deducting the proportionate share of said lot in the cost of debris removal.

Section 6. Destruction of Improvements:

1. In the event of a total or partial destruction of the Improvements in the project, and if the available proceeds of the insurance carried pursuant to Article VI of these CC&R's are sufficient to cover not less than eighty five percent (85%) of the cost of repair or reconstruction thereof, the same shall be promptly repaired and rebuilt. If reconstruction is to take place, the Board shall be required to execute, acknowledge, file and record, not later than one hundred twenty (120) days from the date of said destruction, a certificate declaring the intention of the Owners to rebuild.

2. If the proceeds of such insurance are less than eighty five percent (85%) of the costs of reconstruction, such reconstruction may nevertheless take place if, within ninety (90) days from the date of said destruction, a majority of the Owners present and entitled to vote.

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3. If the Owners determine to rebuild, either pursuant to paragraph 1 or 2 of this section, each **Owner shall be obligated to pay to the Board, in cash, his share of the costs of reconstruction over and above the insurance proceeds.** The amount to be paid by each Owner shall be determined on a pro-rata basis of all lots to be assessed. In the event of the failure or refusal of any Owner to pay his proportional share, the Board shall levy a special assessment against such Owner, which may be enforced under the lien provisions contained in Article VIII hereof.

4. Prior to rebuilding, the Board shall have plans and specifications prepared and shall obtain bids from at least two (2) reputable contractors. The contract for reconstruction shall be awarded to the lowest responsible bidder, subject to any necessary prior approval by the Trustee referred to in Article VI hereof. The Board shall have the authority, after first notifying said Trustee in writing, to enter into a written agreement with said contractor for such reconstruction, and the insurance proceeds held by said Trustee shall be disbursed to said contractor according to the terms of this agreement. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date.

5. If rebuilding shall not take place either pursuant to paragraphs 1 & 2 of this section;

a. Any insurance proceeds available for such rebuilding shall be distributed among the Owners by said Trustee on the basis of the proportionate appraised value of a single lot compared to the total appraised value of all lots.

b. The Board shall, within one hundred and twenty (120) days of the date of such loss, execute, acknowledge and record a certificate setting forth the determination of the Owners not to rebuild, and shall promptly cause to be prepared and filed of record such revised maps and conversion of the project to the status of unimproved land, or to show the elimination of one or more lots or improvements as a result of such destruction.

6. Upon recordation of said certificate of determination not to rebuild, the right of any Owner to partition his lot through legal action shall forthwith revive.

7. In the event of a dispute among the Owners regarding the provisions of this section, any Owner may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association. **In the event of arbitration, notice thereof shall be given to the members of the Board and all other Owners as promptly as possible after the reference to arbitration is made, giving all Owners an opportunity to appear in such arbitration proceedings.** The decision of such arbitrator in this matter shall be final and conclusive upon all of the Owners. The arbitrator may include in his decision an award for costs and/or attorney's fees against any one or more parties to the arbitration.

8. Any rebuilding, reconstruction, repair or restoration done pursuant to this section must be done in accordance with the original plans and specifications, and subject to PRIOR approval by the ACC. However, said committee may approve plans and specifications that vary from the original.

ARTICLE VII
COVENANTS FOR ASSESSMENTS

Section 1. **Creation of the lien and personal obligation of assessments.** Each Owner of a lot covenants and agrees to pay to the HEOA: (1) **annual assessments** or charges, (which may be payable in monthly or quarterly installments as determined by the Board) and (2) **special assessments** for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments together with interest, costs and reasonable attorneys' fees, shall be a charge on the Property (Harrisburg Estates, Phases 1, 2, & 4) and shall by virtue of this recorded Declaration shall constitute a consensual and continuing lien upon the lot against which each such assessment is made. Such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successor in title unless expressly assumed by him. Notwithstanding the above, no lot shall be sold, transferred or conveyed by any Owner without all assessments having been paid in full, whether or not a separate notice of lien has been filed or recorded or not.

Section 2. **Purpose of Assessments.** The assessments levied by the HEOA shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the HEOA and for the improvement and maintenance of the Common Areas. Without limiting the generality of the foregoing, such purposes shall include the payment for the following:

A. Water, sewer, garbage, electrical, lighting and other necessary utility services for the common areas;

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- B. Maintenance and repair of storm drains, sanitary sewers and private streets lying with the Common Areas;
- C. Operating costs of the Common Areas;
- D. Property taxes on Common Areas;
- E. Fire and casualty insurance covering the Common Area, Limited Common Area and Clubhouse Common Area and, at the election of the Board, a blanket fire and casualty insurance policy or policies covering the improvements on the lots;
- F. Public liability insurance insuring the HEOA against any liability to the public or to any Owner, their invitees or tenants, incident to their occupation and/or use of the Common Area, Limited Common Area or Clubhouse common area with such limits of coverage as may be determined by the Board.
- G. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws and any other insurance deemed necessary by the Board.
- H. Standard fidelity bonds covering those certain members of the Board, the Officers and those certain employees of the HEOA who are authorized to sign checks on behalf of the HEOA, in such amounts as the Board may determine from time to time.
- I. Painting, maintenance, repair and replacement of the Common Areas;
- J. Reserves for repair and replacement of improvements on the common areas and for exterior maintenance;
- K. Reimbursement for reasonable expenses incurred by members of the Board and Officers in the discharge of the duties;
- L. Management fees incurred for the professional management of the HEOA;
- M. Such other and further items of expense relating to any services or facilities which may be necessary or which the board may deem advisable or expedient in order to carry out the intent, purposes and objectives of the HEOA as set forth in these C&R's.

Section 3. Assessments:

A. Advance Assessment. At the time of a closing on a lot sale (original sale only) each new lot owner shall contribute the sum of one hundred seventy five and no/100 dollars (\$175.00) to fund a reserve account for the purpose of funding capital expenditures and maintenance and repair costs.

B. Annual Assessment. The amount of the annual assessment for each lot shall, for each fiscal year of the HEOA, be determined by the Board at least thirty (30) days in advance of each fiscal year. The assessment shall be paid in monthly, quarterly or annual installments, as determined by the Board. The annual assessment shall be determined by the Board after giving due consideration to current maintenance repair costs, insurance premiums of the Common Area, also operating costs of the HEOA and the need for contingency and maintenance reserves. Written notice of the annual assessment for each lot shall be sent to every Owner at least thirty (30) days in advance of the beginning of the fiscal year. If the annual assessment is not made by the Board by the beginning of the fiscal year, then the annual assessment for the previous year shall be deemed automatically assessed against each lot and shall remain in effect until the Board determines with thirty (30) days written notice of the new assessment to each Owner.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the HEOA may levy, in any assessment year for a period not extending beyond ten (10) years, special assessments for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Areas including fixtures and personal property related thereto, provided that any such special assessment over \$100.00 per lot annually shall have the assent that Owners representing (51%) percent of the votes of members present, in person or represented by proxy are entitled to cast at a meeting duly called for the purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of Members or of proxies entitled to cast **51% (fifty one percent)** of all outstanding votes shall constitute a quorum. If the required quorum is not present any other meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half (26) of the required quorum at the preceding

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meeting or 1/3 of all outstanding votes. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Date of Contribution to Advance Reserve Fund and Commencement of Annual Assessments. The advance assessment to fund the reserve account shall be due at the time of closing the purchase and sale of a lot. The annual assessment applicable to a lot shall commence upon the happening of the earlier of the following events:

- a. The date on which the Association notifies the Owner of the lot that the amenities located upon the Common Areas and the improvements on the lot, including utility service to the lot, are substantially completed and available for use, or
- b. The date on which an RV is placed on a lot and the utilities are used with the RV, or
- c. The date on which the Owner first uses any of the amenities located upon the common areas,
- d. Thirty (30) days from the date of lot closing or the first of the following month, whichever is later.

The first annual assessment (membership dues) shall be adjusted according to the number of months remaining in the fiscal year as of the date of commencement of the assessment. The due dates for the annual and special assessments shall be established by the Board. Any assessments not paid when due shall bear interest at the rate equal to eighteen percent (18%) per annum or such other maximum rate as may be permitted by the laws of the State of Utah, whichever rate shall be greater. Interest shall be accrued from and after the date of delinquency.

Section 8. Effect of Nonpayment of Assessments - Remedies of the HEOA:

Each Owner of any lot shall be deemed to covenant and agree to pay to the HEOA the assessments and agrees to the enforcement of the assessments in the manner specified. In the event of a default in payment of any assessment, part of an assessment, which is due, shall be deemed delinquent. In addition herein or provided by law, HEOA may collect the entire unpaid balance of an annual or special assessment by either or both of the following procedures:

a. **Enforcement by Suit:** The Board may cause a suit at law to be commenced and maintained in the name of the HEOA against an Owner or Member to enforce each such assessment obligation without waiving the lien rights it may have against said Owner's lot.

b. **Enforcement by Lien:** There is hereby created a claim of lien on each and every lot with the Property to secure payment to the HEOA of any and all assessments levied against any and all Owners of such lots covered by these CC&R's together with late charges and interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency. Also, all costs of collection which may be paid or incurred by the HEOA including reasonable attorney's fees. At any time after the occurrence of any default in the payment of any such assessment, the HEOA, or any authorized representative, may make a written demand for payment to the defaulting Owner on behalf of the HEOA. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the HEOA may elect to file such a claim of lien on behalf of the HEOA against the lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by an office of the HEOA and shall contain substantially the following information:

1. The name of the delinquent Owner;
2. The legal description and street address to the lot against which claim of lien is made.
3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorneys' fees (without any offset or deduction allowed);
4. That the claim of lien is made by the HEOA pursuant to these CC&R's; and
5. That a lien is claimed against said lot in the amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the HEOA as a lien upon the lot against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except

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only tax liens for real property or other governmental assessing unit, and the liens which are specifically described in Article VIII, Section 1 of these CC&R's. Any such lien may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a mortgage as set forth by the laws of the State of Utah, as the same may be changed or amended. The lien provided for herein shall be in favor of the HEOA and shall be for the benefit of all other lot owners. The HEOA shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any lot. In the event of such foreclosure, the HEOA shall be entitled to recover from the defaulting Owner its reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses incurred in connection with the foreclosure. By accepting a deed to a lot, each owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein may, upon written approval of the Board be subordinated to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. In addition, any monies owed as a result of a lien shall stay with the property as a debt against the property until paid in full. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII
NOTICE OF VIOLATION

Section 1. Notice of violation or suspected violation: This section is created to identify the right to record a written notice of violation (or suspected violation) by any owner of any restriction or provision of these CC&R's, or the Association Rules and Regulations or any other rules as established by the Board. The notice shall be executed and acknowledged by the Management or any Board Member of the Association and shall contain at a minimum the following:

1. The name of owner and street address of the lot against which the notice is being recorded.
2. A brief description of the nature of the violation.
3. A statement that the notice is being recorded by the Association pursuant to these CC&R's
4. A statement of the specific steps which must be taken by owner to comply with these CC&R's or the applicable rule being violated, and
5. Said copy of notice of violation recorded and placed in Owners file.

Such statement shall be delivered to the owner in accordance with Article XI, Section 7. The owner shall have the right to appeal any decision by bringing the matter for hearing or rehearing (as the case may be) to the Board, who shall hear the appeal as soon as is reasonably possible, and whose decision shall be final.

ARTICLE IX
APPEAL PROCEDURE

An ACC application and guidelines are available at the HEOA office.

The ACC committee shall review the application and under a decision for approval, denial or with recommended alterations, a decision will be made and will include reference to HEOA documents pertinent to their decision..

Applications must be completed and submitted and approved PRIOR to any work being started! The ACC form must specify procedures for ACC's decision appeal.

After an owner has submitted an ACC request and if the ACC decision is not agreed to by the owner, the owner may submit a request to the Board of Trustees for an appeal.

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The appeal request is to include:

- a. Name, address, phone number of owner and address of lot where action was requested.
- b. The specific reason for the action;
- c. Reasons stated for action or non action
- d. Date owner received decision.

Owner must submit in writing within 15 days of owner receiving ACC decision. Failure to request an appeal action as described will render ACC's decision final, binding and conclusive. If appeal is properly requested, the Board shall review and give a Board decision regarding the appeal. The Board shall advise the owner of its decision within 30 days, but in no event later than 90 days after the Board receives written request for a review. The owner and ACC may be present at appeal procedure.

ARTICLE X
MISCELLANEOUS

Section 1. Dispute Resolution and Enforcement: In addition to the procedures for appeal found in Article XI and the procedures inherent in Article IX, Notice of Violation, it is the intention of these CC&R's that disputes wherever possible shall be resolved through hearing and decision of the Board (unless otherwise specifically dealt with elsewhere in these CC&R's). Accordingly, in the event that there shall be any dispute affecting or revolving around enforcement of these CC&R's as amended prior to taking any legal action, the complaining party shall file a complaint with the Board of Trustees of HEOA. In connection with filing such complaint, the complaint shall be hand delivered to the party to whom the complaint is directed and signed for or mailed by certified mail, return receipt requested to their last known address. Upon receipt of a complaint, the Board shall also notify the person against whom the complaint is made and invite all affected parties to a hearing before the Board at the next available meeting provided that at least ten (10) days notice can be given, posted or hand delivered, at least ten (10) days prior to the date of the meeting. At the meeting the particular dispute shall be brought before the Board and the Board shall make a decision. In the event that the parties (or either of them) are not satisfied with the decision of the Board, the same may be appealed to an Arbitrator selected by the Board from a panel recommended by the American Arbitration Association, and the decision of the Arbitrator shall be binding and final. Such non-prevailing party shall reimburse the prevailing party for all arbitrator or other fees .

Section 2. Severability: Invalidation of any one of these CC&R's by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment: These CC&R's shall run with and bind the land for a term of twenty (20) years from the date these CC&R's are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These CC&R's may be amended at any time by an instrument signed by Owners representing not less than fifty one (51%) percent of the lots.

Section 4. Violations and Nuisance. Every act or omission whereby any provision of these CC&R's is violated in whole or in part is hereby declared to be a violation *nuisance and may be enjoined or abated*, whether or not relief sought is for negative or affirmative action, by HEOA, the Board, Developer or any Owner or Owners of lots within the Property. The Board, or the duly authorized agents of any of them, may enforce by decision of the Board any of the provisions of these CC&R's.

Section 5. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of these CC&R's and subject to any or all of the enforcement procedures set forth in said CC&R's.

Section 6. Remedies Cumulative. Each remedy provided by these CC&R's is cumulative and not exclusive.

Section 7. Delivery of Notices and Documents. Any written notice or other documents relating to or required by these CC&R's may be delivered either personally or by certified or regular mail (return receipt requested),

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addressed as follows: If to HEOA, 134 Redbluff Dr., Hurricane, UT, 84737. If to an Owner, to the address on file of any lot within the Property owned, in whole or in part by him or to any other address last furnished by an Owner to the HEOA.

Section 8. The CC&R's. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within these CC&R's, each person or entity, for himself or itself, his heirs, personal representative, successors, transferees and assigns, binds himself, and all others to all of the provisions, restrictions, covenants, conditions, rules and regulations imposed by these CC&R's and any amendments hereto. In addition, each such person acknowledges that these CC&R's sets forth a general scheme for the improvement and development of the real property covered within Harrisburg Estates evidences this interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, or assignees. Furthermore, each such person fully understands and acknowledges that these CC&R's shall be mutually beneficial, prohibitive and enforceable by the various subsequent future Owners.

Section 9. Attorneys' Fees: In the event the HEOA, or any Owner employs an attorney or attorneys to enforce a lien, to collect any assessment or other amounts due from an Owner or to enforce compliance with and recover damages for any violation and noncompliance with these CC&R's, Articles, Bylaws or Rules and Regulations, the prevailing party in any such action shall be entitled to recover from the other party the reasonable attorneys' fees incurred in the action.

Section 10. Gender. All references to his, him or other references that may be construed as the masculine gender shall also refer to the feminine.

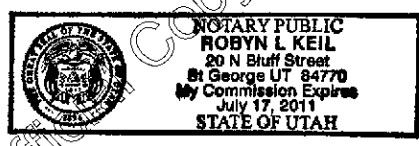
Signed: Carole Pendleton
Carole Pendleton, President
Harrisburg Estate Owners' Association

Date: 10-27-09

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 27 day of October 2009, personally appeared before me, Carole Pendleton, President of Harrisburg Estate Owners' Association, signor of the foregoing document, who acknowledged to me that she executed the same.

[Signature]
Notary Public



FR
-19-88

EXHIBIT "A"

333689

HARRISBURG LAKESIDE ESTATES NO. 1 SUBDIVISION AND CLUBHOUSE
PARCELS COMBINED INTO ONE LEGAL DESCRIPTION

Beginning at a point on the east line of the Interstate 15
Frontage Road, said point being a Right-of-Way Marker and
described as S 1 30'14" E 2220.879 feet along the quarter section
line and East 623.111 feet from the North Quarter Corner of
Section 23, Township 41 South, Range 14 West, Salt Lake Base and
Meridian running;

- thence N 20 36'53" E 170.062 feet along said east line;
- thence EAST 150.946 feet;
- thence N 57 11'52" E 41.525 feet;
- thence S 73 30'10" E 60.630 feet;
- thence S 41 40'29" E 60.015 feet;
- thence S 4 27'22" W 57.755 feet;
- thence S 38 50'46" W 61.744 feet;
- thence S 1 16'05" W 115.565 feet;
- thence S 20 30'00" W 137.729 feet;
- thence S 44 13'34" W 165.901 feet;
- thence S 40 27'23" W 261.442 feet;
- thence S 66 20'00" W 30.000 feet;
- thence N 23 40'00" W 26.738 feet;
- thence S 42 55'14" W 67.290 feet;
- thence S 66 20'00" W 201.427 feet;
- thence N 27 42'07" W 42.654 feet;
- thence N 17 48'03" W 83.534 feet to said east line;
- thence N 29 54'54" E 496.401 feet along said east line to
an existing right-of-way marker;
- thence N 32 49'39" E 153.363 feet along said east line to
the point of beginning.

contains 6.2798 feet

KRR
5-19-88

EXHIBIT "C" 332842

TOTAL PARCEL EAST OF I-15 EXCEPT HARRISBURG LAKESIDE ESTATES
NO. 1 SUBDIVISION AND THE CLUBHOUSE PARCEL

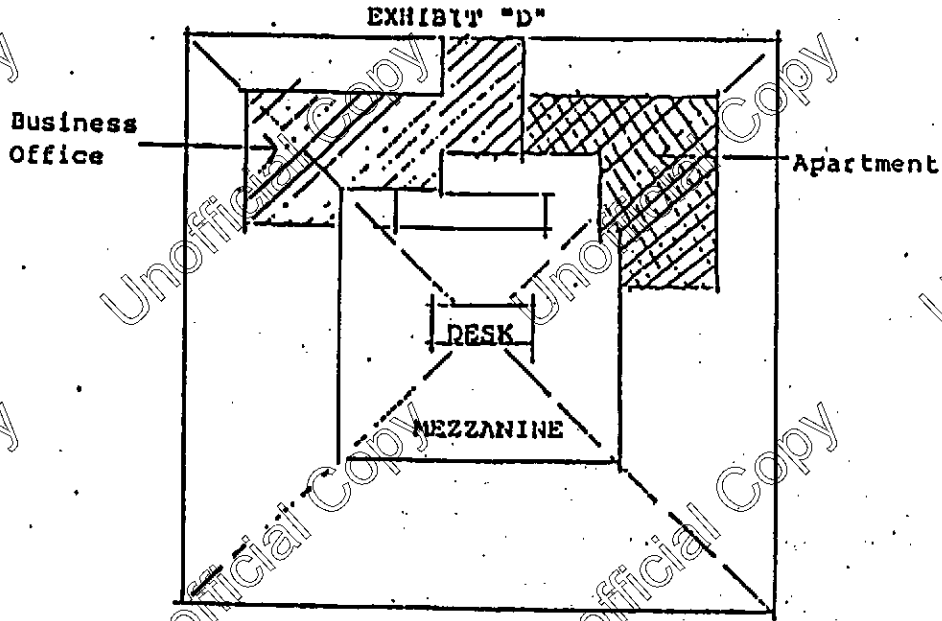
Beginning at a point on the east line of the Interstate 15
Frontage Road, said point being the Northwest Corner of
Harrisburg Lakeside Estates No. 1 Subdivision and further
described as being S 1 30' 10" E 2220.879 feet along the quarter
section line and East 423.111 feet to an existing right-of-way
marker and N 20 36' 53" E 170.062 feet along said east line from
the North Quarter Corner of Section 23, Township 41 South, Range
14 West, Salt Lake Base and Meridian and running:

thence N 20 36' 53" E 762.351 feet;
thence S 89 16' 27" E 370.888 feet;
thence S 0 41' 59" E 1337.185 feet;
thence S 0 38' 39" E 1258.629 feet;
thence N 85 40' 28" W 1313.713 feet;
thence S 87 53' 41" W 430.000 feet to said east line;
thence N 32 19' 31" E 1130.738 feet along said east line;
thence N 29 54' 54" E 149.829 feet along said east line to
the Southwest Corner of Harrisburg Lakeside Estates No. 1
Subdivision;

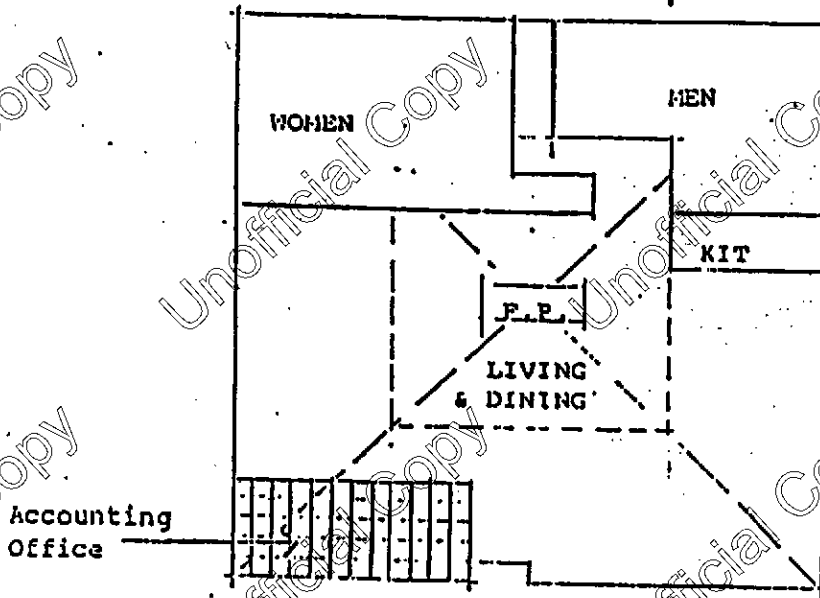
thence S 17 48' 03" E 83.534 feet;
thence S 27 42' 07" E 42.654 feet;
thence N 66 20' 00" E 201.427 feet;
thence N 42 53' 14" E 67.290 feet;
thence S 23 40' 00" E 26.738 feet;
thence N 66 20' 00" E 30.000 feet;
thence N 40 27' 23" E 261.442 feet;
thence N 44 13' 34" E 165.901 feet;
thence N 20 30' 00" E 137.729 feet;
thence N 1 16' 05" E 113.565 feet;
thence N 18 50' 46" E 61.744 feet;
thence N 4 27' 22" E 57.755 feet;
thence N 41 40' 29" W 60.015 feet;
thence N 73 30' 10" W 60.630 feet;
thence S 57 11' 52" W 41.523 feet;
thence WEST 150.946 feet to the point of
beginning.

Contains 51.4076 acres

332842



UPPER FLOOR *



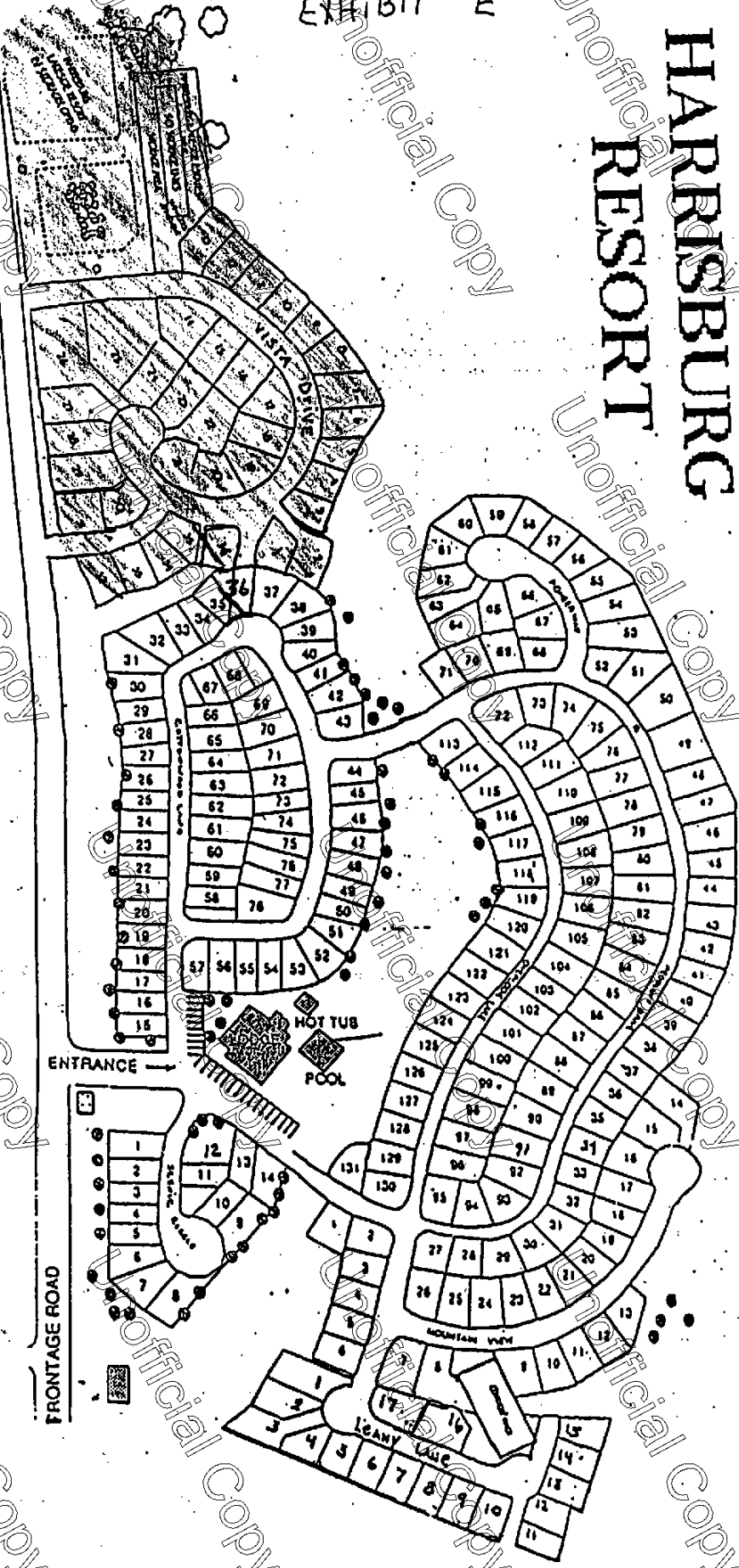
LOWER FLOOR *

*The floor plans are graphic representations of the existing clubhouse facility only, and are drawn each approximately 1" = 20' scale. Exact size, shape, and location are as presently constructed.

EXHIBIT "E"

HARRISBURG RESORT

PHASES 1, 2 & 4. (PHASE 3 STATUS UNKNOWN)



Unofficial Copy

EXHIBIT " F "

HARRISBURG LAKESIDE ESTATES NO. 4 SUBDIVISION LEGAL DESCRIPTION

Beginning at the Southeastly corner of Lot 6, Harrisburg Lakeside Estates No. 2 Subdivision, said point being South $01^{\circ}30'14''$ East 459.88 feet along the Section Line and North $90^{\circ}00'00''$ East 550.71 feet from the Center Quarter Corner of Section 23, Township 41 South, Range 14 West of the Salt Lake Base and Meridian and thence along the South Boundary Line of said Harrisburg Lakeside Estates No.2 Subdivision in the following two (2) courses: South $47^{\circ}16'17''$ East 30.00 feet; thence South $55^{\circ}30'00''$ East 105.43 feet; thence leaving said South Boundary Line South $07^{\circ}59'55''$ East 26.74 feet; thence South $41^{\circ}50'02''$ West 32.21 feet; thence South $48^{\circ}09'58''$ East 33.68 feet to the Point of Curvature 19.50 foot radius curve concave to the North; thence Southeastly and Northeastly 22.61 Feet along the arc of said curve through a Central Angle of $66^{\circ}25'19''$ to the Point of Reverse Curvature of a 30.50 foot radius curve concave to the Southwest the radius of which bears South $24^{\circ}35'17''$ East; thence Northeastly and Southeastly 42.32 feet along the arc of said curve through a Central Angle $79^{\circ}30'23''$ to a point from which the radius bears South $54^{\circ}55'06''$ West; thence North $35^{\circ}56'56''$ East 74.09 feet to a point on the Boundary Line of said Harrisburg Lakeside Estates No.2 subdivision; thence along said Boundary Line in the following two(2) courses: South $82^{\circ}20'08''$ East 38.40 feet; Thence North $81^{\circ}16'37''$ East 44.77 feet to the Southeast corner of Lot 11 of said Harrisburg Lakeside Estates No.2 Subdivision; thence leaving said Boundary Line South $07^{\circ}33'26''$ East 20.83 Feet; Thence South $35^{\circ}56'56''$ West 156.82 feet; thence North $48^{\circ}09'58''$ West 10.74 feet; Thence South $35^{\circ}56'56''$ West 80.42 feet; thence North $48^{\circ}09'58''$ West 448.45 feet; thence North $68^{\circ}58'39''$ East 44.95 feet; thence North $49^{\circ}47'17''$ East 80.78 feet; thence South $48^{\circ}09'58''$ East 93.34 feet; thence North $41^{\circ}50'02''$ East 6.95 feet; to the Point of Beginning. Harrisburg Lakeside Estates No.4 Subdivision contains 59,456 square feet or 1.365 acres.