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REC FOR: WEST HAVEN HOLDINGS

**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE VILLAGE AT CHILD FARM,
A PLANNED UNIT DEVELOPMENT**

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**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE VILLAGE AT CHILD FARM MASTER ASSOCIATION,
A PLANNED UNIT DEVELOPMENT**

THIS DECLARATION is made and executed this _____ day of January, 2008, by West Haven Holdings, LLC, a Utah limited liability company (the "Declarant").

RECITALS:

A. Declarant is the record owner of that certain tract of land (the "Property") in the city of West Haven, county of Weber, state of Utah, which is more particularly described in Exhibit "A" and commonly called "The Village at Child Farm" (hereinafter the "Community") attached hereto and by this reference made a part hereof. Declarant desires to create on said Property a mixed residential development with landscaped Common Areas.

B. Declarant deems it desirable for the efficient preservation of the values and amenities of the Community to create a Master Association organized under the laws of the state of Utah, to which there are assigned the powers of owning, maintaining, and administering those portions of the Community that may be designated as Common Areas (as hereinafter defined) pursuant hereto and for the further purpose of administering and enforcing the covenants and restrictions and collecting disbursing the assessments and charges hereinafter created by this Declaration,

C. Declarant presently intends to undertake the sale or lease of those Parcels within the Community pursuant to a general plan and subject to certain protective covenants, conditions, and restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the said Community as hereinafter set forth. Declarant wishes to initially subject the Community to the terms and conditions of this Declaration and may execute, acknowledge and record Supplemental Declarations so long as Declarant is the owner of any portion of the Community affected by such Supplemental Declaration. Such Supplemental Declarations may bring additional lands under the provisions of this Declaration as hereinafter provided, and may impose further restrictions, conditions and covenants for the operation, protection and maintenance of the Community, or such portions thereof or other lands, all as hereinafter set forth.

NOW, THEREFORE, for the foregoing purposes, the Declarant declares that the Property shall be subject to this Declaration and that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

Section 1.1. Board shall mean the Board of Directors of the Master Association.

Section 1.2. Community shall mean and refer to that certain Real Property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration and more particularly described in Exhibit "A" hereto and any additions thereto and/or withdrawals therefrom in accordance with this Declaration.

Section 1.3. Community Systems shall mean and refer to any and all non-public utilities, including water (culinary and secondary), cable television, telecommunication, security or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations, lights and fixtures (including those based on containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the community and serving more than one Parcel. The Declarant shall be permitted, but shall not be obligated, to install or cause the installation of Community Systems.

Section 1.4. Declarant shall mean West Haven Holdings, LLC, a Utah limited liability company, and its successors and assigns. Declarant or the entity comprising Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with the appropriate portions of the Community. In the event of such a partial assignment, the Assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant specifically assigned to it. Assignment shall be expressly presumed to be on a non-exclusive basis unless otherwise expressly stated.

Section 1.5. Declaration shall mean this Declaration of Covenants, Conditions and Restrictions of The Village at Child Farm, a Planned Dwelling Development.

Section 1.6. Design Committee shall mean the Design Committee established by and referred to in Article IX of this Declaration.

Section 1.7. Dwelling shall mean and refer to any dwelling unit constructed on or which may be constructed on a Parcel on which there is or may be constructed improvements pursuant to the applicable zoning ordinance and/or site plan whether such Dwelling is located or may be located in a single family or multi-family building, rental or otherwise. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of the Dwelling unless and until same is made such pursuant hereto, if at all. In no event shall a Dwelling be deemed to

exist until it is substantially completed. Substantial completion as referenced herein shall mean issuance of a permanent certificate of occupancy, or its equivalent, by the applicable governmental body having jurisdiction over the Community.

Section 1.8. Lot shall mean and refer to any one of the twenty (20) lots of land within the boundary of the Property as shown upon and designated on the Plat.

Section 1.9. Managing Agent shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 5.2 of Article V of this Declaration.

Section 1.10. Master Association shall mean The Village at Child Farm Master Association.

Section 1.11. Master Common Areas shall mean and refer to all real property located within the Community or easements thereon together with any improvements thereon in any personal property situated thereat which are actually deeded to, dedicated to, or otherwise acquired by the Master Association which shall not include any portion of the Community owned as common area or limited common area of a Sub-Association as defined in said Sub-Association's Declaration of Covenants, Conditions and Restrictions. Such Master Common Areas shall be designed and intended for the common non-exclusive use of all of the Owners and the public generally. Such Master Common Areas are further defined and set forth in Exhibit "B" attached hereto and incorporated by this reference. Without limiting the generality of the foregoing, it is specifically intended that the Master Common Areas shall include any and all designated subsequent capital improvements made by or at the direction of the Declarant and or the Master Association. Although Declarant will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans, exhibits to this Declaration or other means) the Master Common Areas, such identification shall not be required for a portion of the Community to be deemed a Master Common Area hereunder without limiting the generality of any other provisions of this Article in the event that Declarant determines that a particular portion of the Community is or is not a Master Common Area hereunder. Such determination shall be binding and conclusive. It is specifically contemplated that the Master Common Areas may change from time to time in connection with changes in development plans and other factors not known now (including, without limitation, by increase, decrease or transfer to a Sub-Association). Accordingly, reference in this Declaration to the Master Common Area shall be deemed to refer to the same as they may exist from time to time.

Section 1.12. Member shall mean and refer to every person who holds membership in the Master Association.

Section 1.13. Mortgage shall mean any mortgage, deed of trust, or trust deed or the act of encumbering any property by a mortgage, deed of trust or trust deed; and mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.

Section 1.14. Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Weber County, Utah) of a fee or undivided fee interest in any Dwelling in the Master Association or and Sub-Association(s), including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Parcel owned by it.

Section 1.15. Pad shall mean and refer to any one of the eight (8) pads of land on which a court home is intended to be constructed within the boundary of the Property as shown upon and designated on the Plat.

Section 1.16. Parcel shall mean and refer to any one of the Lots, Pads or Units within the boundary of the Property as shown upon and designated on the Plat.

Section 1.17. Plat shall mean and refer to the Plat of The Village at Child Farm, A Planned Unit Development, prepared and certified by Pinnacle Engineering, a licensed professional engineer, executed and acknowledged by Declarant, which shall be recorded in the official records of Weber County, Utah, shortly after the recording of this Declaration.

Section 1.18. Property shall mean the Property described in Exhibit "A" attached hereto, which includes all land covered by this Declaration, including Master Common Areas.

Section 1.19. Sub-Association shall mean and refer to any association now or hereafter created to administer one or more specific portions of the Community pursuant to a Declaration of Condominium or a Declaration of Covenants, Conditions and Restrictions or similar instrument affecting such portions but shall not mean or in any manner be deemed to include the Master Association.

Section 1.20. Sub-Declaration shall mean and refer to any Declaration of Covenants, Conditions and Restrictions, Declaration of Condominium, Declaration of Cooperative Plan or any other or similar instrument recorded in the public records of Weber County, Utah affecting or purporting to affect any portion but not all of the Community.

Section 1.21. Supplemental Declaration shall mean and refer to any Declaration of Covenants, Conditions and Restrictions, Declaration of Condominium, Declaration of Cooperative Plan or any similar instrument other than this Declaration which either has the effect of adding or deleting property to the Community pursuant to the provisions of this Declaration or any such Declaration affecting all of the Community.

Section 1.22. Dwelling shall mean and refer to either of the two (2) unit parcels of land on which a town home is intended to be constructed within the boundary of the Property as shown upon and designated on the Plat.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO**

Section 2.1. Legal Description. The Real Property comprising the Community, which shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, is described in Exhibit A attached hereto and made a part hereof by this reference. The Property is being subdivided into twenty (20) Parcels, identified as Lots 1 through 20; eight (8) Pads, identified as Pads 21 through 28; and two (2) Units, identified as Units 29 and 30, The Village at Child Farm, a Planned Residential Unit Development, as identified in the Plat. Declarant may, in its sole discretion, either bring within this Declaration additional lands or withdraw lands pursuant to this Article.

Section 2.2. Addition of Property. Declarant may from time to time bring other land under the provisions of this Declaration by recorded Supplemental Declarations (which shall not require the consent of then existing Owners or the Master Association) and thereby add to the land which shall comprise the Community (whether or not originally designated hereby as a portion of the Community); provided that such additional land shall in all events be contiguous with some portion of the Property then controlled by the Community. If Declarant is not the Owner of the land to be subjected hereto and/or added to the Community as of the date of the applicable Supplemental Declaration is to be made, then the fee Owners of such land shall join in such Supplemental Declaration. Once so added, such land shall be deemed a part of the community which has been subjected to this Declaration for all purposes of this Declaration except as modified pursuant hereto, if at all. Nothing in this Declaration shall, however, obligate Declarant to add to the Community. Nothing contained in this provision or elsewhere in this Declaration shall preclude or limit the Master Association from entering into agreements to maintain property outside the physical boundaries of the Community if the Board of Directors of the Master Association determines to enter into such agreement.

All Owners, by acceptance of their deeds to, or other conveyances of, their Parcels, thereby automatically consent to any rezoning, site plan approval, amendment modification, issuance of building permit and plat approval and additions or deletions thereafter made by the Declarant to such land use or zoning approvals and Owners shall have evidence of such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision). With respect to property not owned by the Declarant, the Declarant shall have the right to impose and retain for its own account, fees for the privilege of allowing such other property to be made subject to this Agreement as previously mentioned. Notwithstanding the foregoing, no additions shall be made to the Community, nor

Supplemental Declarations be recorded without the prior written joinder and consent of the Declarant, which joinder and consent shall be in the sole discretion of the Declarant.

Section 2.3. Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time without prior notice and without the consent of any purpose or entity for the purpose of removing any portion of the Community then owned by the Declarant or the Master Association from the provisions of this Declaration to the extent included originally in error or as a result of any change whatsoever in the Plans for the Community desired to be affected by Declarant; provided, however, that such withdrawal is not on unequivocally contrary to the overall uniform scheme of development for the then remaining portions of the Community. Any withdrawal of land not owned by Declarant shall not be affected without the written consent or joinder of the then Owners of such land. Notwithstanding anything to the contrary contained in this Declaration, and without limitation, all easements, use and other similar rights created or granted under this Declaration shall automatically cease and terminate as if never created or granted as to all land which is withdrawn from the Community in accordance herewith.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION**

Section 3.1. Membership. Every person or entity who is an Owner shall be a member of the Master Association. Notwithstanding the foregoing, any such person or entity who merely holds a record ownership as security for the performance of an obligation shall not be a member of the Master Association. Membership in the Master Association shall be mandatory and shall be appurtenant to and shall not be separated from the ownership of a Dwelling.

Section 3.2. Voting Rights. The Master Association shall have the following described two classes of Voting membership:

Class A. Class A members shall be all Owners, but excluding the Declarant until the Class B membership ceases. Class A members shall be entitled to one vote for each Parcel in which the interest required for membership in the Master Association is held.

Class B. Declarant shall be the sole Class B Member. The Class B Member shall be entitled to one hundred (100) votes for each Parcel which it owns. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member(s).

(b) December 31, 2012.

Section 3.3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Parcel, the vote relating to such Parcel shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Parcel nor may the vote be fractionalized. A vote cast at any Master Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Parcel concerned unless an objection is made at the meeting by another Owner of the same Parcel, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Master Association shall be entitled to cast the vote.

Section 3.4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document to him or her of his or her Parcel and shall file a copy of such conveyance document with the secretary of the Master Association, who shall maintain a record of ownership of the Parcels. Any Owner who mortgages his Parcel or any interest therein by a Mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Master Association of the name and address of the mortgagee and also of the release of such Mortgage; and the secretary of the Master Association shall maintain all such information in the record of ownership.

Section 3.5. Board of Directors. The Master Association shall be governed by a Board of Directors as provided for in the Articles and Bylaws of the Master Association. The Members of the Board of Directors shall be elected by the voting Members of the Master Association who shall be selected in a manner set forth in the foregoing provisions of this Declaration and pursuant to the Articles and Bylaws of the Master Association.

ARTICLE IV

COMMON AREAS, EASEMENTS AND COMMUNITY SYSTEMS

Section 4.1. Ownership. The Common Areas are hereby dedicated to the joint and several use in common of the Declarant and the Owners of all Parcels and Dwellings that may from time to time constitute the Community in the manner specified in this Declaration and all the Declarant's and such Owners', respective lessees, guests and invitees all as provided and regulated herein or otherwise by the Master Association. Notwithstanding the foregoing, Declarant and/or the Master Association shall have the right to prohibit certain classes of Owners from using certain portions of the Common Areas as may be determined by Declarant and/or the Master Association in their sole discretion to be in the best interest of the Community; provided that no Owner shall be prohibited to access its Parcel or Dwelling or drainage utilities or other Common Areas improvements directly servicing Owner's Parcel or Dwelling. When all improvements proposed by Declarant to be constructed within the Community have been completed and conveyed or leased to purchasers or ground lessees (if applicable) or sooner at Declarant's option (exercisable from time to time as to any portion or all of the Common Areas) the Declarant or its respective successors and/or assigns shall

convey and transfer or caused to be conveyed and transferred by Quitclaim Deed, the record fee simple title to the Common Areas (except those areas lying within the dedicated areas or not capable of being legally described) to the Master Association and the Master Association shall be obligated to accept such conveyance holding title for the Owners and Members as stated herein. Notwithstanding the foregoing to the contrary, the Declarant or the Master Association (as the case may be) may dedicate any of the Common Areas or Limited Common Areas to any Sub-Association for the exclusive or non-exclusive use of the members thereof.

It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Master Association shall be proportionally assessed against and payable as part of the taxes of the Parcels within the Community in accordance with the terms of this Agreement. However, in the event that notwithstanding the foregoing any such taxes are assessed directly against the Common Areas, the Master Association shall be responsible for the payment subject to protest or appeal before or after payment of the same including taxes on any improvements and any personal property thereon accruing from and after the date this Declaration is recorded and such taxes shall be prorated between Declarant and the Master Association as of the date of such recordation whether or not owned by the Master Association.

Declarant shall have the right from time to time to enter upon the Common Areas and other portions of the Community, including, without limitation, Parcels and Dwellings for the purpose of the installation, construction, reconstruction, repair, replacement, expansion and/or alteration of any improvements or facilities (including, without limitation, Community Systems) on the Common Areas or elsewhere in the Community. Declarant shall have the right to use the Common Areas for sales, leasing, displays and signs during the period of sale or lease of any of the land owned by Declarant within the Community.

Section 4.2. Members Easements. Subject to the above described rights of the Declarant and/or the Master Association to prohibit certain classes of Owners from using certain portions of the Common Areas, each member of the Master Association and each tenant, agent, licensee and invitee of such member shall have and is hereby granted by Declarant a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with the general public and all other such Members of the Master Association, their tenants, agents and invitees, subject, however, to the withdrawal of portions thereof in the Community in accordance with this Declaration and further subject to this Declaration. The Articles and Bylaws of the Master Association and the rules and regulations promulgated by the Master Association and all supplemental declarations and sub-declarations that may be hereafter recorded in the public records of Weber County, Utah. All rights of use and enjoyment are subject to the following:

- (a) Easements over and upon the Common Areas in favor of all Sub-Associations now existing or hereafter created in accordance with this Declaration and the Master Association and their members provided however that this subsection shall not in itself be

deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which the community (or any applicable portions thereof) are now or hereafter made subject.

(b) The right and duty of the Master Association to levy assessments against each Parcel and Owner thereof for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Common Areas from time to time recorded.

(c) The right of the Master Association to suspend the right of an Owner and his or her designees to use the Common Areas (except for ingress and egress to an Owner's Parcel or Dwelling or access to utilities or for drainage purposes) and Community facilities for any period during which any applicable assessment remains unpaid and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations but only after notice to the affected Owner and failure of such Owner to cure within the period provided in said notice.

(d) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas provided such right is now or hereafter granted to or adopted by the Master Association.

(e) The right of the Master Association to adopt at any time and from time to time and enforce reasonable rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon including the right to prohibit use by and to levy fines against Members as elsewhere provided herein, any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The right of the Master Association, by unanimous affirmative vote of the Board of Directors or the Declarant unilaterally (without the joinder or consent of the Master Association or any of its Members) to dedicate portions of the Common Areas to a Sub-Association or a public or quasi-public agency, community development districts, special taxing district, or similar entities under such terms as the Master Association and/or Declarant deems appropriate and to create or contract with the Master Association and/or Declarant, community development and special taxing districts for lighting, roads, recreational or other services, security communications and other similar purposes deemed appropriate by the Master Association and/or Declarant.

(g) Anything to the contrary in this Declaration, notwithstanding, the Declarant shall have the right to permit persons other than Members and designated persons to use certain portions of the Common Areas and any recreational facilities that may be constructed

thereon under such terms as Declarant, its successors and assigns may from time to time desire without interference from the Master Association.

(h) The right of the Declarant and/or the Master Association to have, grant and use general (blanket) and specific easements over, under and through Common Areas and to modify, amend, terminate, supplement and relocate such easements.

(i) The Master Association shall have the right but not the obligation to perform remedial and continuing maintenance to Parcels and improvements located thereon where it has been determined by the Master Association that the Parcel Owner having responsibility for the maintenance of the subject property has failed to properly maintain in good condition the same as determined by the Master Association in its sole discretion. In such event the Master Association shall provide written notice to the Owner and Sub-Association as the case may be indicating the failure of maintenance and requesting that such failure be remedied and abated within ten (10) days thereafter. If such failure is not remedied and abated within said time period, the Master Association shall have the right but not the obligation to perform said maintenance and specially assess the Owner of the respective property for the cost of such maintenance and repair performed by the Master Association.

(j) The Master Association shall have an easement over all roadways, road rights-of-way, medians and intersections within the Community for the purpose of performing street lighting, irrigation and landscape maintenance to such areas when and where the Master Association has expressly delegated maintenance responsibility as elsewhere provided in this Declaration.

(k) Anything to the contrary in this Declaration notwithstanding any references herein to any particular Common Areas or particular types of Common Areas are by way of illustration and example only and Declarant shall in no event be required to grant or construct such Common Areas in accordance with such references and may withdraw or amend such portions of the Common Areas as Declarant may determine. The right of the Declarant and the Master Association to enter into agreements with other Parties with respect to the maintenance and/or management of Common Areas, Community Systems and other areas within the Community including, but not limited to, the delegation or assignment of specific maintenance and/or management responsibilities as the Declarant or the Master Association may determine from time to time. In the event of any delegation or assignment of specific maintenance and/or management responsibilities by the Declarant or the Master Association, the assignee of such maintenance and/or management responsibilities shall have the right to subsequently reassign such maintenance and/or management responsibilities as were originally assigned to the Master Association; provided such reassignment is in writing and is provided to the Master Association prior to the effective date of such reassignment. A

reassignment of maintenance and/or management responsibilities shall in no manner affect assessment responsibilities of owners pursuant to this Declaration.

Section 4.3. Easements Appurtenant. The easements provided herein shall be appurtenant to and shall pass with the title of each Parcel.

Section 4.4. Declarant's Easements. Declarant hereby reserves to itself, its successors and/or assigns a perpetual easement privilege and right in and to, over, under, on and across the Common Areas in all other portions of the Community as well as dedicated roadways, rights-of-way and pedestrian paths for ingress and egress as required by Declarant's officers, directors, employees, agents, independent contractors, licensees and other invitees for purpose of selling or leasing said Community to prospective purchasers, lessees, and other invited guests as well as to post signs and maintain sales and leasing offices provided however that such access and use shall not unnecessarily interfere with the reasonable use and enjoyment of the Common Areas by the Owners and further provided no signs or sales, leasing or marketing office shall be maintained upon a Parcel conveyed to an Owner without the prior written consent of such Owner.

Section 4.5. Utility and Community System Easements. All public utilities in the Common Areas for the service of the Community shall including, without limitations, telephone, electricity and cable service be installed underground except as otherwise permitted by Declarant. The Declarant, and its designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Parcels for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 4.6. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual non-exclusive easement for ingress and egress over and across the Common Areas in the performance of the respective duties.

ARTICLE V OPERATION AND MAINTENANCE

Section 5.1. Duties of the Master Association. Without limiting any other duties which may be imposed upon the Master Association by its Articles of Incorporation or Bylaws or this Declaration, the Master Association shall have the obligations and duties to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (a) The Master Association shall accept all Owners as Members of the Master Association.

(b) The Master Association shall accept title to all Common Areas conveyed to it by the Sub-Associations or the Declarant.

Section 5.2. Maintenance. The Master Association shall at all times maintain in good repair, operate, manage and insure and shall replace as often as necessary the Common Areas. Any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all recreational facilities intended for use of all Parcels within the Community, landscaping, paving, drainage structures, detention basins, private roads, street lighting fixtures, and appurtenances located within public and private rights of way, sidewalks, except public utilities, Community Systems (to the extent the same have not been made common areas) and portions of the Community which have been delegated to the Master Association by a Sub-Association, all such work to be done is ordered by the Board of Directors of the Master Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Master Association shall assume all of Declarant's (and their respective predecessors, if any) responsibility and obligations to the county, its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas, including, but not limited to, non-public roads and entry features and shall indemnify Declarant and hold Declarant harmless with respect thereto.

(a) In the event of any conflict, ambiguity and uncertainty as to whether certain maintenance or other duties as to any portion of the community falls within the jurisdiction of the Master Association, Sub-Association or Parcel Owner, the determination of the Master Association shall control.

(b) All maintenance and services performed by the Master Association and its Agent or designees pursuant to this section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Master Association, on behalf of itself and/or all appropriate Sub-Associations shall have power to incur, by way of contract or otherwise, general expenses as to the Community or appropriate portions thereof and the Master Association shall then have the power to allocate portions of such expenses among the affected Sub-Associations based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration. The portions so allocated to any Sub-Association shall be deemed a general expense thereof collectible through its own assessments.

(c) No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use (either voluntarily or involuntarily) of the Common Areas or abandonment of his right to use the Common Areas.

(d) Notwithstanding anything contained to the contrary in this section or elsewhere in this Declaration or the Articles or Bylaws of the Master Association, the Master Association shall have the right but not the obligation to delegate or assign all or part of its maintenance and/or management responsibilities and functions to Declarant, its Successors or Assigns or other third party or parties. Such delegation or assignment of maintenance and/or management responsibilities may be for any area or any areas contained within the Community and in the event of such delegation or assignment, the Master Association shall not be precluded from any further assignment or delegation of all or a portion of its maintenance and/or management functions and responsibilities to one or more third parties or Declarant. Any such delegation or assignment of maintenance and/or management responsibilities and functions shall be subject to the subsequent reassignment of such maintenance and/or management responsibilities in the functions to the Master Association upon providing written notice of such reassignment prior to the effective date of reassignment of all or a portion of the maintenance and/or management functions and responsibilities that were originally delegated or assigned. The reassignment shall in no manner affect assessment responsibilities of the owners pursuant to this Declaration.

(e) The Master Association shall obtain and maintain in force the policies of insurance required by Article X of this Declaration.

(f) The Master Association shall at all times employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by the Board with cause upon thirty (30) days written notice thereof and at any time without cause or payment of a termination fee upon ninety (90) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent shall be an independent contractor and not an agent or employee of the Master Association.

Section 5.3. Powers and Authority of the Master Association. The Master Association shall have all the powers set forth in its Articles of Incorporation and Bylaws, together with its general powers as a limited liability company, and the power to do any and all things which may be authorized, required or permitted to be done by the Master Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided.

(a) The Master Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Parcel for the purpose of maintaining and repairing such Parcel or any

improvement thereon if for any reason the Owner fails to maintain and repair such Parcel or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Parcel in violation of Articles VII or VIII of this Declaration. The Master Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Parcels (to the extent required herein or necessitated by the failure of the Owners of such Parcels) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon not less than ninety (90) days' written notice, the Master Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Master Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

- (1) Maintenance, repair and replacement of all Roadways and appurtenant improvements, including snow removal, on such terms and conditions as the Board shall deem appropriate;
- (2) Construction, maintenance, repair and landscaping of the Common Areas, including all surface run-off, drainage and detention facilities, on such terms and conditions as the Board shall deem appropriate;
- (3) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Master Association, the members of the Board, the members of the Design Committee and the Owners;
- (4) Such utility services, including (without limitation) culinary water, secondary water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;
- (5) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

(6) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property;

(7) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary; and

(l) The Board may delegate to a Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Master Association for a sum in excess of \$5,000 nor the power to sell, convey, mortgage or encumber any Common Areas.

Section 5.4. Maintenance of Dwellings and Parcels. Without in any way limiting the generality of the foregoing, the Master Association shall have the following powers:

(a) Exteriors of the Dwellings and Buildings. Each Owner shall maintain or cause to be maintained all structures (including all Dwellings and buildings) located on his or her Parcel in a neat, orderly and attractive manner and consistent with the general appearance of the Community. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the developed portions of the Community and as to Parcels the portion thereof in which the Dwelling is located. Each Owner shall repaint, restain or refinish as appropriate the exterior portions of his Dwelling or building with the same colors and materials as initially used (unless otherwise directed or authorized by an action of the Design Committee) or provided by Declarant as often as is necessary to comply with the foregoing standards.

(b) Parcels. The Owner shall maintain the trees, shrubbery, grass and other landscaping in all parking, pedestrian, recreational and other open areas on his or her Parcel in a neat, orderly and attractive manner and consistent with the general appearance of the developed portions of the community and as to Parcels the portion thereof in which the Dwelling is located. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Community (and the applicable portion thereof as aforesaid) as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping as properly trimmed and maintained).

(c) Remedies for Non-Compliance. In the event of the failure of any Owner to maintain or cause to be maintained his Dwelling, Building, or Parcel in accordance with this Article, the Master Association and/or applicable Sub-Association (whichever at the time has the power or duty to enforce this Article) shall have the right (but not the obligation) upon ten (10) days prior written notice to the Owner at the address last appearing in the records of

the Master Association to enter upon the Owner's Parcel or Dwelling and perform such work as is necessary to bring the Parcel or Dwelling, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting of grass, trees and shrubs, the removal (by spraying or otherwise) of weeds and other vegetation, the re-sodding or re-planting of grass, trees or shrubs, the repainting or restaining of exterior surfaces of a Dwelling, the repair of walls, fences, roofs, doors, windows and other portions of a Dwelling or other structures on a Parcel and other such remedial work as is judged necessary by the applicable entity. Any other remedies provided herein shall be cumulative with all other remedies available under this Declaration or other applicable covenants or deed restrictions (including, but without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

(d) Costs of Remedial Work: Surcharges. In the event that the Master Association or an applicable Sub-Association performs any remedial work on a Dwelling, building or Parcel pursuant to this Article or any other applicable covenants, conditions or restrictions of the Declaration, the costs and expenses thereof shall be deemed a special assessment under this Declaration and may be immediately imposed by the Board of Directors of the Master Association or its designee in order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume the same and additionally to reimburse same for administrative expenses incurred the applicable entity may impose a surcharge of not more than twenty five percent (25%) of the cost of the applicable remedial work (or a maximum amount permitted by applicable law, whichever is less). Such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person or company performing such work may be selected by the applicable enforcing entity in sole discretion.

(e) Right of Entry. There is hereby created an easement in favor of the Master Association and/or the applicable Sub-Association as appropriate and its applicable designees over each Parcel for the purpose of entering on to the Parcel and the performance of the work herein described provided the notice requirements of this Article are complied with and any such entry is during reasonable hours.

(f) Sub-Associations. All of the requirements, obligations and remedies set forth in this Article shall apply to all Sub-Associations and their Common Areas and elements and all improvements thereto. Accordingly, as applied to a Sub-Association, the term Owner as used in this Article shall be deemed to include the Sub-Association (even if it does not hold legal title to the Common Areas). The terms Parcel and Dwelling shall be deemed to include a Sub-Associations. Any costs of remedial work on Common Area/elements or surcharge thereon applicable to a Sub-Association shall be paid directly by the Sub-Association failing which the Master Association may, in addition to all other available legal and equitable

remedies withhold the amount of same from amounts collected on behalf of the Sub-Association and the Master Association is hereby granted a lien on such amounts for such progress.

Section 5.5. Master Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use and maintenance the Common Areas; (b) the use of any utility facilities owned by the Master Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents.

Section 5.6. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Master Association, its representatives and employees, the Board, the Design Committee or the Managing Agent.

ARTICLE VI ASSESSMENTS

Section 6.1. Personal Obligation and Lien. Each Owner shall by acquiring or in any way becoming vested with his or her interest in a Parcel, be deemed to covenant and agree to pay to the Master Association the monthly and special assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Parcel with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Parcel at the time the assessment falls due. No Owner may exempt himself or herself or his or her Parcel from liability for payment of assessments by waiver of his or her rights in the Common Areas or by abandonment of his or her Parcel. In a voluntary conveyance of a Parcel, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payment fees, interest and costs of collection which shall be a charge on the Parcel at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

Section 6.2. Purpose of Assessments. Assessments levied by the Master Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Community. The use made by the Master Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvements of the Common Areas and Community Systems; management and supervision of the Common Areas; establishing and funding of a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Master Association to perform or fulfill its obligations, functions or

purposes under this Declaration or its Articles of Incorporation or Bylaws. The Master Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Areas that must be maintained, repairs or replaced on a periodic basis.

Section 6.3. Responsibility for Master Association Assessments by Sub-Associations. Although each Owner of a Parcel or Dwelling shall be personally obligated for the payment of assessments pursuant to this Declaration, in the event there are formed or created Sub-Associations at any time in the future it shall be the option of the Master Association to collect aggregate assessments or other assessments from a Parcel and Dwelling Owners through the Sub-Associations which shall in turn collect each Parcel or Dwelling Owner's proportionate share of such assessments of the Master Association and the Sub-Associations shall remit same to the Master Association in the same time periods required for payment directly by the Parcel or Dwelling Owner. In no manner shall the Master Association be obligated to utilize the Sub-Associations as its collection agent but may do so at its option and by written direction to the Sub-Associations at the time of levying of the aggregate assessment or any special or emergency assessment. In no manner shall the collection of Master Association Assessments through Sub-Associations be deemed to obviate or waive any rights or remedies of the Master Association to proceed directly against Parcel or Dwelling Owners in the event of failure of any Parcel or Dwelling Owner to pay its share of any assessment levied by the Master Association pursuant to this Declaration. In the event the Master Association has delegated collection authority to any particular Sub-Association, the respective Sub-Association shall be liable in addition to the Parcel or Dwelling Owner for the assessment against all of the property subject to such assessment and covered by said Sub-Association and any Parcels or Dwellings located therein or otherwise under the jurisdiction of said Sub-Association.

Section 6.4. Monthly Assessments. The Board shall from time to time and in its discretion set the amount of the monthly assessment in an amount reasonably estimated by the Board to be sufficient to meet the obligations imposed by this Declaration and on the basis specified in Section 6.7 below.

Section 6.5. Special Assessments. From and after the date set under Section 6.8 of this Article, the Master Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas and Community Systems. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

Section 6.6. Quorum Requirements. The quorum at any meeting required for any action authorized by Section 6.4 above shall be as follows: At the first meeting called, the presence of

Owners or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 6.4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 6.7. Special Assessment on Specific Parcels. In addition to the monthly assessment and any special assessment authorized pursuant to Section 6.4 above, the Board may levy at any time special assessments (a) on every Parcel especially benefited by any improvement to adjacent Roadways, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Parcel to be charged, (b) on every Parcel the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs, and (c) on every Parcel as to which the Master Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 4.2(a) of Article IV or other provisions of this Declaration. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Parcels according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Master Association, it shall not give rise to a special assessment against the Parcels benefited.

Section 6.8. Uniform Rate of Assessment. All monthly and special assessments authorized by Section 6.4 or 6.5 above shall be fixed at a uniform rate for all Parcels; provided, however, that until a Parcel has been both fully improved with a Dwelling and occupied for the first time for residential purposes, the monthly assessment applicable to such Parcel shall be ten percent (10%) of the monthly assessment which would otherwise apply to such Parcel. No amendment of this Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Owners of all Parcels adversely affected.

Section 6.9. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Parcels as of the second month following conveyance to the Master Association of the Common Areas shown on the Plat. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of monthly assessments, the Master Association shall give each Owner written notice of the amount and first due date of the assessment concerned.

Section 6.10. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Parcel and upon the payment of a reasonable fee to the Master Association to cover administrative costs, the Master Association shall issue a certificate stating

whether or not payments of all assessments respecting such Parcel are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

Section 6.11. Effect of Nonpayment - Remedies. Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Parcel. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month; and the Master Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Parcel in any manner allowed by Utah state law, or both. Any judgment obtained by the Master Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Master Association in enforcing its rights.

Section 6.12. Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such first Mortgage or purchaser who comes into possession of a Parcel by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Parcel; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Parcel from the lien of any assessment thereafter becoming due.

ARTICLE VII PROPERTY RIGHTS AND CONVEYANCES

Section 7.1. Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Parcel and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Parcel. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

Section 7.2. Form of Conveyancing; Leases. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Parcel shall describe the interest or estate involved substantially as follows unless otherwise provided for in the a Sub-Declaration:

Lot (or Pad or Unit, as the case may be) No. _____ of The Village at Child Farm, a Planned Unit Development, according to the Plat thereof recorded in Book _____, Page _____, of the Official Records of Weber County, which Lot (or Pad or Unit, as the case may be) is contained within The Village at Child Farm, a Planned Unit Development identified in the "Master Declaration of Covenants, Conditions, and Restrictions of The Village at Child Farm, a Planned Unit Development" recorded in Book _____ at Page _____. SUBJECT TO the covenants, conditions, restrictions, easements, charges and liens provided for in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Parcel. Any lease of a Parcel shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Master Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease.

Section 7.3. Transfer of Title to Common Areas. Declarant shall convey to the Master Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any non delinquent assessments, charges, or taxes, imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed.

Section 7.4. Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Master Association to govern by rules and regulations the use of the Common Areas for the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Parcels by every Owner, including the right of the Master Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;

(b) The right of the Master Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Parcel remains unpaid and for a period not less than ninety (90) days for any

infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

(c) The right of Weber County and West Haven City, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Master Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Master Association, provided that such dedication or transfer must first be assented to in writing by (1) all holders of first mortgages secured by Parcels and (2) the Owners of at least seventy-five percent (75%) of the Parcels (not including Parcels owned by Declarant). No such dedication or transfer, however, may take place without the Master Association first receiving written approval from West Haven City pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

Section 7.5. Reservation of Access and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to West Haven City and Weber County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Master Association and those claiming by, through or under the Owners or the Master Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

Section 7.6. Easements for Encroachments. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Parcel or if any structure constructed by Declarant on any Parcel now or hereafter encroaches upon any other Parcel or upon any portion of Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Parcel shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Parcel or upon any portion of the Common Areas due to such reconstruction

shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

Section 7.7. Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Dwellings on Parcels, (b) improvement of the Common Areas and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities. The reservations contained in this paragraph shall expire thirty (30) years after the date on which this Declaration was first filed for record in the Office of the County Recorder of Weber County, Utah.

**ARTICLE VIII
LAND USE RESTRICTIONS AND OBLIGATIONS**

Section 8.1. General Restrictions and Requirements.

(a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Parcel from its natural or improved state existing on the date such Parcel is first conveyed by Declarant to a purchaser shall be made or done except upon strict compliance with the provisions of this Article VIII and the provisions of Article IX.

(b) The facilities and improvements constituting part of the Common Areas shall be used only for the purposes and uses for which they are designed. Common Areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Parcels and Dwellings or the Common Areas.

(c) Businesses, professions or trades may be operated or maintained in a Parcel subject to the prior written approval of the Board, which approval shall not be unreasonably withheld, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the project, (iii) may not be observable from outside the Parcel, and (iv) may only be carried on following approval from West Haven City pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain businesses, professions or trade which

rely heavily on the Internet and other similar type of technological advances may be operated or maintained within a Parcel, subject to the foregoing limitations and all other limitations of this Declaration.

(d) No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Parcels and Dwellings or the Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Parcel and Dwelling thereon, shall be placed or used upon any Parcel without the prior written approval of the Design Committee.

(e) No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Parcels, Roadways or Common Areas.

(f) Each Parcel, and all improvements located thereon, shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at the Owner's expense.

(g) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Parcels, roadways Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

(h) No Parcel shall be resubdivided.

(i) All improvements shall be constructed in accordance with applicable building line and setback provisions of zoning ordinances.

(j) All structures constructed on any Parcel shall be constructed with new materials unless otherwise permitted by the Design Committee; and no used structures shall be relocated or placed on any Parcel.

(k) Roof and materials shall be architectural grade asphalt shingles as approved by the Design Committee or other high quality roofing materials.

(l) Once a Dwelling is constructed, no Owner shall change or alter the exterior covering of the Dwelling unless prior written approval is obtained from the Design Committee.

- (m) No exterior lighting of any sort shall be installed or maintained on a Commercial Parcel if the light source shines directly into a neighboring residence.
- (n) No Dwelling shall be occupied until the same is substantially completed in accordance with the plans of the Dwelling type.
- (o) No Owner of any Parcel, except Declarant, shall build or permit the building thereon of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by the Design Committee.
- (p) No improvement which suffers partial or total destruction shall be allowed to remain on any Parcel in such a state for more than three (3) months after the date of such destruction.
- (q) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Parcel or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.
- (r) No fuel tanks or similar storage facilities shall be constructed or used on any Parcel or in the Common Areas.
- (s) No exterior antenna or satellite dish of any sort shall be installed or maintained on any Parcel except of a height, size and type approved by the Design Committee. No activity shall be conducted within the Property which interferes with television or radio reception.
- (t) No Outside clotheslines and other outside clothes drying or airing facilities shall be maintained on any Parcel unless the same is maintained within a fenced enclosure and not visible from the Roadways.
- (u) No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted upon any Parcel or the Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Parcel or the Common Areas. There shall be no water well developed on any Parcel by the Owner thereof unless (i) a permit is first obtained from the Board, (ii) the Board first approves the location and facilities used in connection with such well, and (iii) a permit is obtained by all appropriate governmental authorities.
- (v) There shall be no blasting or discharge of explosives upon any Parcel or the Common except as permitted by the Board; provided that this provision shall in no way limit

or restrict Declarant in its activities in connection with and during the development and sale of Parcels; and provided further that the Owner as first obtained the approval of all appropriate governmental authorities.

(w) No signs whatsoever shall be erected or maintained upon any Parcel, except:

- (1) Such signs as may be required by legal proceedings,
- (2) Such signs as Declarant may erect or maintain on a Parcel prior to sale and conveyance,
- (3) One "For Sale" or "For Rent" sign having a maximum face area of fifteen (15) square feet and referring only to the premises on which it is situated.

(x) Except to the extent used by Declarant in connection with and during the development and sale of Parcels, no mobile home or similar facility shall be placed upon any Parcel, the Common Areas or adjoining public streets except for temporary storage in strict accordance with the rules and regulations of the Board. No stripped down, wrecked or junk motor vehicles shall be kept, parked, stored or maintained on any Parcel, Common Areas, or roadways. No large commercial vehicle, boat, motor home, camping trailer, snowmobile trailer, or the like, shall be parked on any Parcel, Common Areas, except as prior approved by the Board.

(y) Maintenance of any animals on any Parcel shall be subject to the following restrictions and limitations:

- (1) No livestock of any kind, including, but not limited to, pigs, cows, goats, sheep, horses, etc. may be kept or maintained on any Parcel.
- (2) No dangerous or nuisance animals, as defined by the Board, may be maintained or kept on any Parcel.
- (3) The area of any Parcel occupied by an animal shall be properly maintained so as not to create any noxious or offensive odors or conditions which is or may become a nuisance or may cause disturbance or annoyance to other Owners in the Project.
- (4) No animals shall be permitted on the Common Areas except when accompanied by and under the control of the persons to whom they belong.

(5) The use and control of any animals shall be subject to further control by rules and regulations promulgated by the Board.

(z) Subject to further control by rules and regulations promulgated by the Board, only a reasonable number of generally recognized house pets shall be kept on any Parcel. House pets shall be permitted on the Common Areas when accompanied by and under the control of the person to whom they belong. No animals of any kind shall be raised for commercial purposes unless prior written approval is obtained from the Board.

(aa) There shall be no exterior fires, except fires started and controlled by the Master Association incidental to the maintenance and preservation of any portion of the Property and barbecue and incinerator fires contained within facilities or receptacles designed for such purposes. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

(bb) There shall be no camping upon any Parcel or Common except as permitted by the Board by written license.

(cc) No Owner or guest shall park any vehicle or cause any obstruction in front of a driveway.

Section 8.2. Sub-Associations. All of the restrictions, requirements and obligations set forth in this Article shall apply to all Sub-Associations if and when such Sub-Associations come into existence. Their Common Areas, elements and all improvements thereto and their uses of all or any portions of the community. Accordingly, as applied to a Sub-Association, the term Owner as used in this Article shall be deemed to include the Sub-Association (even if it does not hold legal title to its Common Areas or elements). The terms Parcel and Dwelling shall be deemed to include the Sub-Association's Common Areas and elements (and all improvements thereto) and references to activities or practices of Owners shall be deemed to include activities or practices of Sub-Association.

Section 8.3. Exemption of Declarant. Notwithstanding the provisions of Section 8.1, the Declarant shall have the right to use any Parcel or Dwelling owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and sale of all Parcels owned by Declarant.

Section 8.4. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration and those standards imposed from time-to-time by the City of West Haven:

- (a) Declarant, so long as it has any interest in any of the Property or Parcels;
- (b) Any Owner;
- (c) The Master Association; or
- (d) The City of West Haven.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

Section 8.5. Conditional Notes on Plat. Neither the Master Association nor any Owner of a Parcel shall have the authority to waive or alter the conditions or requirements set out as notes on the Plat.

ARTICLE IX ARCHITECTURAL CONTROL

Section 9.1. Organization of the Design Committee. There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that such right shall vest in the Board upon the conveyance of the last Parcel in the Community to an Owner. Declarant may voluntarily relinquish control of the Design Committee to the Board at any time. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Board, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Master Association for reasonable expenses incurred in the performance of any Design Committee function.

Section 9.2. Actions Requiring Approval. No fence, wall, Dwelling, accessory or addition to a Dwelling, or landscaping or other improvement of a Parcel shall be constructed or performed, nor shall any alteration of any structure on any Parcel, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

Section 9.3. Standard of Design Review. Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Board and (b) provide for a structure, alteration, landscaping or other improvements in harmony as to external design and location with surrounding structures and topography.

Section 9.4. Design Committee Rules and Architectural Standards. The Board may, upon recommendation from the Design Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

Section 9.5. Approval Procedure. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

Section 9.6. Variance Procedure. If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.

Section 9.7. Nonwaiver. The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

Section 9.8. Completion of Construction. Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

Section 9.9. Exemption of Declarant. The provisions of this Article shall not apply to any improvement, construction, landscaping or alteration made or performed by Declarant on any Parcel or portions of the Common Areas at any time during the twenty-year period following the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

Section 9.10. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner and upon payment therewith to the Master Association of a reasonable fee from time to time to be fixed by the Board, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any Parcel of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such Parcel by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

Section 9.11. Disclaimer of Liability. Neither the Design Committee, nor any member thereof acting in good faith shall be personally liable to the Master Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

ARTICLE X INSURANCE

Section 10.1. Liability Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies (herein called "the Policy") of Public Liability Insurance to insure the Master Association, the Board and the Managing Agent and employees of the Master Association against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Weber nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Master Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

Section 10.2. Additional Insurance: Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and the Master Association, the Board, the Managing Agent or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer's rights of subrogation against the Master Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Master Association or any directors, officer, agent, or employee of the Master Association without a prior written demand that the defect can be cured and (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

Section 10.3. Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Master Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Parcel and to the holder of any mortgage on any Parcel 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.

Section 10.4. Parcels Not Insured by Master Association. The Master Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Parcel and Acts and events thereon.

Section 10.5. Owners Insurance. Each Owner of a Parcel, except the Declarant, shall be required at his own cost and expense to obtain and at all times maintain in full force and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Dwelling and garage located on such Owner's Parcel in an amount equal to its full insurable replacement value. Each Owner shall provide the Master Association with a copy of each policy of insurance or a certificate issued by the insurance company to evidence such insurance and each such policy shall provide that it will not be cancelled or terminated by the insurance company without giving the Master Association at least ten (10) days advance written notice of such cancellation or termination. Such policy or policies shall waive the insurance company's right of subrogation against the Master Association, the Owners, the Manager, if any, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for waiver of subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Parcel. Except as otherwise required by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by

fire or other casualty. In the event that any Owner fails to obtain and maintain the insurance required by this Section, or to provide the Master Association with suitable evidence of such insurance, the Master Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner, and the Owner shall be obligated to immediately reimburse the Master Association for the costs thereof. The Owner's obligation to reimburse the Master Association for the cost of any such insurance shall be secured by a lien upon the Owner's Parcel as provided in this Declaration with respect to Monthly and Special Assessments.

ARTICLE XI CONDEMNATION

If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board 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 therefor, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Parcel is eliminated, the Board shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Parcel in the Master Association and the Common Areas to such Owner and any first mortgagee of such Parcel, as their interests shall appear, after deducting the proportionate share of said Parcel in the cost of debris removal.

ARTICLE XII RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Declaration, the following provisions concerning the rights of first mortgagees shall be in effect:

Section 12.1. Preservation of Regulatory Structure and Insurance. Unless the Owners of at least seventy-five percent (75%) of the Parcels (not including Parcels owned by Declarant) and such Owners' first mortgagees, if any, shall have given their prior written approval, the Master Association shall not be entitled:

(a) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings, the exterior maintenance of Dwellings, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings on the Property.

(b) to fail to maintain insurance as required by Article IX. This Section 12.1 may be amended as provided in Section 14.2 of Article XIV hereof, except that such amendment

must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

Section 12.2. Preservation of Common; Change in Method of Assessment. Unless the Master Association shall receive the prior written approval of (1) all first mortgagees of Parcels and (2) the Owners of at least seventy-five percent (75%) of the Parcels (not including Parcels owned by Declarant) the Master Association shall not be entitled:

(a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common, except to grant easements for utilities and similar or related purposes, as reserved in Article IV hereof; or

(b) to change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a Parcel or the Owner thereof.

This Section 12.2 may be amended as provided in Section 14.2 of Article XIV hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

Section 12.3. Written Consent Deemed Approved. If an Owner or a mortgagee fails to approve or disapprove a request made pursuant to this Article XII, or any other Article in this Declaration, within sixty (60) days after such request is mailed, by certified mail, return receipt requested, the request shall be deemed to be approved from such Owner or mortgagee.

Section 12.4. Notice of Matters Affecting Security. The Board shall give written notice to any first mortgagee of a Parcel requesting such notice whenever:

(a) there is any default by the Owner of the Parcel subject to the first mortgage in performance of any obligation under this Declaration or the Articles or Bylaws of the Master Association which is not cured within sixty (60) days after default occurs; or

(b) damage to the Common Areas from any one occurrence exceeds \$10,000.00;
or

(c) there is any condemnation or taking by eminent domain of the Parcel subject to the first mortgage or of the Common Areas; or

(d) any of the following matters come up for consideration or effectuation by the Master Association;

(1) abandonment or termination of the Planned Development established by this Declaration;

(2) material amendment of the Declaration or the Articles or Bylaws of the Master Association; or

(3) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

Section 12.5. Notice of Meetings. The Board shall give to any first mortgagee of a Parcel requesting the same, notice of all meetings of the Master Association; and such first mortgagees shall have the right to designate in writing a representative to attend all such meetings.

Section 12.6. Right to Examine Master Association Records. Any first mortgagee shall have the same right to inspect the books and records of the Master Association and receive financial statements as the Owner of the Parcel securing the mortgage; provided, that the foregoing shall not be deemed to impose upon the Master Association any obligation to cause its financial statements to be audited.

Section 12.7. Right to Pay Taxes and Charges. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Master Association. Declarant, for the Master Association as owner of the Common Area, hereby covenants and the Master Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

Section 12.8. Exemption from Any First Right of Refusal. Any first mortgagee who obtains title to the Parcel subject to the first mortgage pursuant to the remedies provided in the first mortgage, or by foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to any power of sale shall be exempt from any "right of first refusal" which would otherwise affect the Parcel.

ARTICLE XIII MISCELLANEOUS

Section 13.1. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as

reflected in the records of the Master Association at the time of delivery or mailing. Any notice required or permitted to be given to the Master Association may be given by delivering or mailing the same to the managing Agent or the President of the Master Association. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the Managing Agent or any member of the Design Committee.

Section 13.2. Amendment. Except as provided in Article VI and Article XII, this Declaration may be amended by:

- (a) the affirmative vote of a majority of the Owners, and
- (b) the written consent of Declarant, if such amendment is adopted at a time when Declarant holds Class B membership in the Master Association, and
- (c) the filing of an instrument for record in the office of the County recorder of Weber County, Utah, executed by any two officers of the Master Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners, and, if required, has the written consent of Declarant.

Section 13.3. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 13.3:

- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.
- (b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.
- (c) Except as provided in the following sentence any change in ownership of a Parcel which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.
- (d) Unless the consent of all Owners whose memberships are appurtenant to the same Parcel are secured, the consent of none of such Owners shall be effective.

Section 13.4. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

Section 13.5. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision herein construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

Section 13.6. Covenants to Run With Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and all inure to the benefit of Declarant, the Owners, all parties who hereafter acquire any interest in a Parcel, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Parcel or Dwelling shall comply with, and all interests in all Parcels or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Parcel or in the General Common Areas and/or Special Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

Section 13.7. Duration. The covenants and restrictions of this Declaration shall remain in effect until twenty (20) years from the date this Declaration was first filed in the office of the County Recorder of Weber County, Utah, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument filed in the office of the County Recorder, executed by any two (2) officers of the Master Association, certifying that the Owners of at least seventy-five percent (75%) of the Parcels and their first mortgagees, if any, voted in favor of such termination. If any of the privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then the provision herein creating such privilege, covenant or right shall, in any event, terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George W. Bush, the current President of the Dwelling States at the time this Declaration was recorded.

Section 13.8. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

Section 13.9. Enforcement. In the event a Dwelling Owner or occupant fails to maintain a Dwelling or fails to cause such Dwelling to be maintained, or fails to observe and perform all of the provisions of this Declaration, the applicable rules and regulations, or any other agreement, document, or instrument affecting the property or administered by the Master Association or the Master Association, in the manner required, the Master Association, the Master Association, or the city of West Haven shall have the right, but not the affirmative obligation, to proceed in a court of appropriate jurisdiction to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, and to charge to Dwelling Owner for the sums necessary to do whatever work is required to put the Dwelling Owner or the Dwelling in compliance.

"Declarant"

West Haven Holdings, LLC, a Utah limited liability company

By: *David S. Bailey*
Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF Weber)

On the 23 day of January, 2008, personally appeared before me David S. Bailey who being by me duly sworn did say that he is manager of West Haven Holdings, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said limited liability company acknowledged to me that they executed the same.

Angela L Hill
NOTARY PUBLIC



EXHIBIT "A"

PROPERTY DESCRIPTION

The following real property located in Weber County, State of Utah, to-wit:

BEGINNING AT A POINT LOCATED SOUTH 89°36'10" EAST 770.54 FEET ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 2 WEST; SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°45'30" EAST 349.05 FEET; THENCE SOUTH 89°14'30" EAST 77.79 FEET; THENCE NORTH 00°45'30" EAST 9.76 FEET; THENCE SOUTH 89°14'30" EAST 33.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY 28.39 FEET ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°21'39" (CHORD BEARS SOUTH 44°25'20" EAST 25.54 FEET); THENCE SOUTH 89°36'09" EAST 232.04 FEET; THENCE NORTH 00°23'51" EAST 65.71 FEET; THENCE SOUTH 89°14'30" EAST 111.26 FEET; THENCE SOUTH 00°45'30" WEST 44.53 FEET; THENCE SOUTH 89°14'30" EAST 76.28 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00°47'06" WEST ALONG SAID SIXTEENTH LINE 360.00 FEET TO THE SOUTH LINE OF SAID SECTION 26; AND THENCE NORTH 89°36'10" WEST 547.91 FEET TO THE POINT OF BEGINNING.

CONTAINING: 196,471 SF OR 4.51 ACRES

EXHIBIT "B"

MASTER COMMON AREAS

The Master Common Areas within The Village at Child Farm , P.U.D. shall include a park and all Roadways, as shown and described on the Plat. The Master Common Areas shall also include a detention pond and secondary water system that may not be shown on the Plat, but which have been or will be constructed by the Declarant.