

P.C. Number 1983-2

23729

DECLARATION

FOR

LOWER ELK MEADOWS RECREATIONAL RESORT PLAT

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J. J. J. J.
RECORDED AT THE REQUEST OF

23729

This Declaration for the Lower Elk Meadows Recreational Resort Plat, (the "Declaration") made this 17 day of June, 1983, by North Fork Development Company (the "Declarant") acting by and through its Owners, C. Robert Redford and Stanly E. Collins.

WITNESSETH:

Whereas the Declarant is the owner of certain real property in Utah County, Utah, which is more particularly described as:

~~Commencing at a point of beginning, North 0° 07' 50" West 479.67 feet along the Section line and South 89° 52' 10" West 687.22 feet from the Southeast corner of Section 10, Township 5S, Range 3 East, SLBM, thence as follows, South 8° 33' 00" East 77.89 thence South 25° 17' 00" East 112.63', thence South 89° 42' 40" West 172.50', thence South 0° 07' 50" East 300.00', thence North 82° 11' 41" West 185.00', thence South 58° 01' 27" West, 491.87', thence North 43° 53' 25" West, 315.53', thence North 46° 38' 54" East, 495.79', thence South 55° 46' 32" East, 103.00', thence North 46° 43' 27" East 86.14', thence South 89° 52' 45" East 160.00', thence South 83° 48' 57" East 30.25', thence ARC 33.81' R= 60.00', central angle 32° 16' 56", ARC 167.72' R= 80.00, central angle 120° 07' 22" thence South 89° 17' 38" West 83.95' thence North 61° 49' 09" East 79.31' thence North 50° 00' 00" East 150.56' thence South 76° 00' 00" East 119.81' thence South 39° 43' 00" East 107.60' to the point of beginning. Containing 7.88 acres, basis of bearing is North 0° 07' 50" West along Section line.~~

SEE ATTACHED DESC.

such land and improvements thereon being hereafter collectively referred to as the "Project", and

Whereas the Declarant desires to provide for the preservation of the values and amenities in said Project and for the maintenance of open spaces; and to this end, desires to subject the real property described herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the property and the subsequent owners thereof; and

Whereas the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Project, to create an Association to which all will be delegated and assigned the powers and duties of maintaining and administering and enforcing the within covenants and disbursing the charges and assessments hereinafter created; and

Whereas the Declarant has formed the Lower Elk Meadows Recreational Resort Property Owners Association.

NOW THEREFORE, the Declarant does hereby declare that all of the properties described above shall hereafter be subject to the covenants, restrictions, limitations, conditions and uses of this Declaration, which shall run with the land, and which shall be enforceable equitable servitudes, where reasonable, and shall be binding upon Declarant, its successors and assigns, and any person or entity acquiring an interest in the Project, their grantees, heirs devisees, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

When used in this Declaration, each of the following terms shall have the meaning indicated.

BUR. 2069 PAGE 293

Commencing at a point of beginning, North $0^{\circ} 07' 50''$ West 479.67 feet along the section line and South $89^{\circ} 52' 10''$ West 687.22 feet from the Southeast corner of Section 10, Township 5S, Radius 3 East, SLBM; thence as follows, South $4^{\circ} 33' 00''$ East 77.89' thence South $25^{\circ} 17' 00''$ East 114.63', thence South $89^{\circ} 42' 40''$ West 172.50', thence South $0^{\circ} 07' 50''$ East 300.00', thence North $82^{\circ} 11' 41''$ West 185.00', thence South $58^{\circ} 01' 27''$ West, 491.87', thence North $43^{\circ} 53' 25''$ West, 316.53', thence North $46^{\circ} 38' 54''$ East, 495.79', thence South $55^{\circ} 46' 32''$ East, 103.00', thence North $46^{\circ} 43' 27''$ East 86.14', thence South $89^{\circ} 52' 45''$ East 160.00' thence South $83^{\circ} 48' 57''$ East 30.25', thence ARC 33.81' R= 60.00', central angle $32^{\circ} 16' 56''$, ARC 167.72' R= 80.00, central angle $120^{\circ} 07' 22''$ thence South $89^{\circ} 13' 38''$ West 83.95' thence North $61^{\circ} 49' 09''$ East 79.31' thence North $50^{\circ} 00' 00''$ East 150.56' thence South $76^{\circ} 00' 00''$ East 119.81' thence South $39^{\circ} 43' 00''$ East 107.60' to the point of beginning. Containing 7.88 acres, basis of bearing is North $0^{\circ} 07' 50''$ West along Section line.

1.1 Association. Shall mean and refer to the Lower Elk Meadows Recreational Resort Property Owners Association.

1.2 Board of Directors. Shall mean the Governing Board of the Association.

1.3 Building. Shall mean any structure constructed or erected or placed on a Lot.

1.4 Common Areas. Shall mean those portions of the property within the boundaries of the project except for the portions shown as designated Lots. Common Areas are referred to as open space on the plat map.

1.5 Common Assessment. Shall mean an assessment levied to offset Common Expenses.

1.6 Common Expenses. Shall mean any of the following:

(a) The expenses of, or the reasonable reserves for, the maintenance, the management, operation, repair and replacement of the Common Areas, including the cost of taxes on the Common Areas and any unpaid special assessments.

(b) The cost of capital improvements to the Common Areas which the Association may from time to time authorize.

(c) The expenses of management and administration of the Association, including compensation paid by the Association to a manager, accountant, attorney or other employees or agents.

(d) Any other item or items designated by this Declaration or the By-Laws of the Association to be Common Expenses, and any other expenses reasonably incurred by the Association on behalf of all Owners.

1.7 Declaration. Shall mean and refer to this Declaration of the Lower Elk Meadows Recreational Resort Property Owners Association and any attachments there to including but not limited to the provisions of the Maintenance Agreement and the Open Space Agreement as the same may hereafter be modified or amended.

1.9 Declarants. Shall mean and refer to North Fork Development Company, and/or any successor who, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project as did its predecessor.

1.10 Member. Shall mean a member of the Association.

1.11 Owner. Shall mean and refer to the person(s) who is the owner(s) of record (in the Utah County Recorder's Office, County of Utah, State of Utah), of a fee or undivided fee interest, whether one or more persons or entities, in a Lot. The term "Owner" shall not mean or include mortgagees or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.12 Survey Map. Shall mean and refer to the Record of Survey Map, filed herewith, entitled, "Record of Survey Map of the Lower Elk Meadows Recreational Resort Plat", executed and acknowledged by Declarant on the 17th day of July, 1983, consisting of one (1) sheet and prepared and certified to by Thurgood Engineering, a duly registered land surveyer, as the same may hereafter be modified or amended.

1.13 Rules and Regulations. Shall mean the Rules and Regulations governing the use of the Common Areas and the recreational facilities thereon, duly adopted by the Association.

1.14 Special Assessment. Shall mean an assessment for Special Expenses.

1.15 Special Expenses. Shall mean any of the following:

(a) The expenses incurred by the Association for the repair of damage or loss to the Common Areas caused by the act or neglect of an Owner which is not covered by insurance.

(b) Any other item or items designed by other provisions of the Declaration or the By-Laws of the Association to be Special Expenses.

(c) Any other item or items designed by other provisions of the Declaration or the By-Laws of the Association to be Special Expenses.

1.16 Lot. Shall mean any plot of land shown upon the record of survey map and designated as a lot with the exception of the common areas also know as the open space areas.

ARTICLE II

DESCRIPTION OF PROJECT AND IMPROVEMENTS

2.1 Description of Improvements. The significant improvements contained in the Project include; asphalt roadways, underground utility service, including power and water. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Survey Map. The project contains other improvements of a less significant nature, such as landscaping and entry ways which are to be of the type and in the location to be determined which are appropriate by the Declarant. The Survey Map shows the number of Lots that are contained in the Project as well as the location of those Lots.

ARTICLE III

PROPERTY RIGHTS

3.1 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

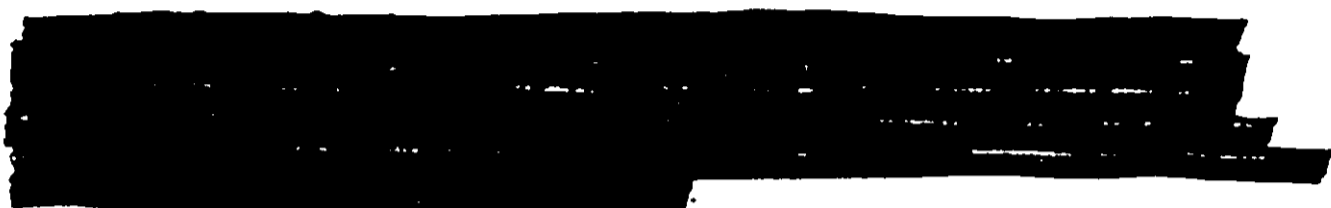
(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its Rules and Regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the Owners has been recorded.

3.2 Computation of Undivided Interest in Common Area. The percentage of undivided ownership interest in the Common Areas and Facilities which, at any point in time, is appurtenant to a Lot shall be an equal undivided interest of 1/10 because there are 10 Lots in the Project.

3.3 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas to the member of his family who reside with him on his Lot, or to his tenants or contract purchasers who reside on his Lot. The right and privileges of such delagee shall be subject to suspension in the same manner and to the same extent as those of the Owner.



ARTICLE IV

PROJECT ADMINISTRATION

4.1 Administration of Project. The Project shall be administered by the Association, acting by and through its Board of Directors, who shall be elected in accordance with the By-Laws of the Association, and whose duties will be governed by the terms of this Declaration and the Articles of Incorporation and By-Laws of the Association. The Association may employ a professional management agent to perform, subject to the supervision of the Board of Directors, such duties and services as the Board of Directors shall direct, including, but not limited to, management of the Common Areas and the collection of and accounting for assessments made by the Association.

4.2 Rules and Regulations. The Association shall have the power to establish and enforce compliance with the Rules and Regulations and to amend same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.1 Membership. Each Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association.

5.2 Class of Voters. The Association shall have two classes of voting membership:

Class A. Class A members shall all be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned.

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

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on July 12th, 1987.

5.3 Voting - Multiple Ownership. The vote attributable to and exercisable in connection with a Lot shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Lot. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves.

5.4 Suspension of Voting Rights. The voting rights of any Member shall automatically be suspended during any period in which he shall be delinquent in the payment of assessments due the Association and for any period during which his right to use the recreational facilities upon the Common Areas shall have been suspended by the Board of Directors.

ARTICLE VI

MAINTENANCE OF PROJECT

6.1 Duties of Association. The Association shall have the responsibility of maintaining, repairing, replacing and otherwise keeping in a natural and attractive condition all portions of the Common Areas, and the area in front of each lot designated in the plat map as a landscaping Maintenance easement.

6.2 Duties of Owners. An Owner is obligated to repair, replace and maintain in good repair and condition all interior and exterior surfaces of his building. An Owner has the responsibility to pay the real estate taxes on the individual Lot and on their equal undivided interest in the Common Area. No Owner shall disturb or relocate any utilities including water, power, sewer or any other utilities running through his Lot. Nor shall any Owner do any act which will impair the structural soundness and stability of any adjoining property.

ARTICLE VII

ASSESSMENTS

7.1 Annual Budget. Not less than thirty (30) days prior to the commencement of each fiscal year (which shall commence on the first day of the month in which the sale of the first Lot by Declarant is closed), the Board of Directors (or those named herein as constituting the original Board of Directors in the event the Association has not been formed at such time) shall establish an annual budget for such fiscal year, including therein all anticipated items of Common Expense together with a reasonable reserve for contingencies.

7.2 Annual Common Assessment. By the adoption of the annual budget by the Board of Directors there shall be established an annual Common Assessment for the payment of which each Owner (including Declarant) shall be personally liable. Future budgets shall take into account any deficit or surplus realized during the previous fiscal year and such sums as may be necessary to fund an appropriate reserve to cover major repair or replacement of portions of the Common Areas and Facilities, and shall be apportioned among all the Units on the basis of their respective appurtenant percentages of undivided ownership interest. Prior to the tenth (10) day of each month during the fiscal year covered by the budget each Unit Owner shall pay to the Board of Directors as his share of the Annual Common Expenses one-twelfth of the amount as apportioned to his Lot. If the aggregate of monthly payment attributable to all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of Directors may from time to time effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Board of Directors. The foregoing method of assessing the Common Expenses to the Lots may be altered by the Board of Directors so long as the method it adopts is consistent with the good accounting practice and requires that the portion of Common Expenses borne by each Lot during a 12-month period be determined on the basis of its appurtenant undivided ownership interest as it may from time to time be adjusted in accordance with this Declaration. "Exhibit A" shows the itemized services that the assessment pays on a per Lot, per month basis.

7.3 Maximum Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, which period shall constitute the first fiscal year as provided under 7.1, a monthly assessment equal to the monthly estimate to cover monthly expenses as set forth in "Exhibit A" shall be levied for each developed Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a majority vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

7.4 Additional Common Assessments. Should the Board of Directors at any time determine, in their sole discretion, that the annual Common Assessment is insufficient to pay the Common Expenses for the current fiscal year, the Board of Directors may at any time and from time to time levy such Additional Common Assessments as they shall deem necessary for such purposes. Each Owner (including Declarant) shall be personally liable for the payment of such Additional Common Assessments in the same proportionate share as he shall have personal liability for the payment of the annual Common Assessment. Such Additional Common Assessments shall be due and payable at such time and in the manner as the Board of Directors, in their sole discretion, shall determine. Provided, however, in the event of an Additional Common Assessment shall be for the purpose of making additions, alterations or capital improvements to the Common Areas costing more than Five Thousand Dollars (\$5,000.00), such additional Common Assessment shall require the approval by two-thirds (2/3) of the votes of both Class A and Class B members, present and entitled to vote at an annual or special meeting of the Members called for such purpose at which a quorum is present.

7.5 Special Assessments. Special Assessments may be levied by the Board of Directors against particular Owners for the payment of Special Expenses. Such Special Assessments shall be due and payable to the Association upon demand. Provided, however, no Special Assessments shall be levied against an Owner until he shall have been given the opportunity to present evidence on his behalf at a hearing, and no such hearing shall be held until such Owner shall have received at least ten (10) days written notice specifying the reason for the proposed Special Assessment and the exact time and place of the hearing.

7.6 Remedies For Non-payment. Should any Lot Owner fail to pay when due his share of the Common Expenses, the delinquent payment shall bear interest at the rate of 18% per annum and the Board of Directors may enforce any remedy available for collection of delinquent Common Expense Assessments. Regardless of the terms of any agreement to the contrary, liability for the payment of Common Expense assessment shall be joint and several, and any remedy for the collection of such assessment may be enforced against any Owner of the Unit concerned or against the Lot itself. Any relief obtained, whether or not through foreclosure proceedings, shall include the Board of Directors costs and expenses and a reasonable attorney's fee. In the event of foreclosure, after institution of the action the Board shall, without regard to the value of the Lot or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned. The above outlined remedies are in addition to those specified in 13.2 of this Declaration.

ARTICLE VIII

MORTGAGES

8.1 Notices. Any Owner who mortgages his Condominium shall furnish the Association the name and address of such Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Condominium." The Association shall report to such Mortgagee any unpaid assessments due from the Owner of such Condominium at the same time as the Association makes demand on the Owner thereof for the payment of such assessment. Each Mortgagee shall also be entitled to written notification from the Association of any other default by its Owner-Mortgagor in the performance of such Owner's obligations under the terms and provisions of this Declaration which shall not have been cured within thirty (30) days after written notice to such Owner-Mortgagor by the Association specifying such default.

8.2 Delinquent Assessments. A Mortgagee may, but shall not be required to, pay any delinquent assessments due upon the mortgaged Lot, and the amount of such payment shall be added to the mortgage indebtedness. Failure to pay any assessment when due and payable by an Owner-Mortgagor shall constitute a default under the terms and provisions of the Mortgage instrument, authorizing foreclosure of the lien created therein, at the option of the Mortgagee.

8.3 Right to Examine. The mortgagee shall have the right to examine the books and records of the Association upon request and to require annual reports of the financial status of the Association.

8.4 Amendments. No amendment of this Article which has the effect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Article shall be accomplished by an instrument executed by the Board of Directors and filed for record in the office of the Utah County Recorder. In any such instrument an officer of the Board of Directors shall certify that any prior written approval of Mortgagees required by this Article as a condition to amendment has been obtained.

ARTICLE IX

AMENDMENTS

9.1 Amendments. Except as provided in and/or subject to the terms of item (a) below, the vote of at least 65% of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by Board of Directors. In such instrument the Board shall certify that the vote required by this Article for amendment has occurred. The foregoing right of amendment shall, however, be subject to the following:

- a. Any amendment to this Declaration must be approved by the Utah County Commission in accordance with applicable provisions relative to amendments of recreational resort projects.

ARTICLE X

RESIDENTIAL AREA COVENANTS

10.1 Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height and private garages and/or carports for not less than two nor more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. All roofs shall be of fire resistant materials as approved by the County Fire Marshall

10.2 Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Commission as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Approval shall be as provided in Article III.

10.3 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$60,000.00 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of the main structure of a single story building shall not be less than 1600 square feet or of a two or more story building shall not be less than 1000 square feet.

10.4 Building Location.

a. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street lot line. Front and side lot lines are defined by Utah County Zoning codes.

b. No dwelling shall be located nearer than 8 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

c. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

d. No building shall be constructed on an area which exceeds thirty (30) percent slope if sewage or sepsis waste is disposed of in the soil.

10.5 Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recored plat and over the rear 8 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10.6 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used. No hunting or discharging of firearms shall be permitted in or around the plat or annexations thereto. No off-road vehicles such as motorcycles or all terrain 3-wheel vehicles shall be permitted on the Common Area or on individual Lots. Snowmobiles shall be allowed only to access building sites in severe snow fall times when roads are impassable and not for recreational riding.

10.7 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted.

10.8 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10.9 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

10.10 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

10.11 Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10.12 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

10.13 Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All highly flammable weeds and plant material will be removed and kept removed from within 50 feet of any building by the lot owners. Flammable plant material will be replaced with evergreens and pines under the direction of the County Fire Marshall.

10.14 Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10.15 Time Share Use. No structure shall be used or sold in such a manner as to allow the use of a structure by more than the Owners or guests of the Owners. The right of use of a building or structure shall not be sold in any manner including but not limited to the time sharing of a unit.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

1. Creation. An Architectural Control Committee is hereby created to review and approve all external construction with in the project to insure quality construction and a compatible and harmonious architectural style with the environment. The Committee is composed of five (5) members. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to select a successor. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the Lots shall have the power, through a duly recorded written instrument filed at the Utah County Recorders Office, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The initial membership of the Committee shall be composed of:

C. Robert Redford

Stanley Collins

Brent Beck

Jon Lear

David K. Gardner

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

ARTICLE XII

DECLARANTS RIGHTS

12.1 Declarant's Rights Assignable. All of the rights of Declarant under this Declaration, or the rights of Declaration hereunder respecting any given portion of the Project, may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment.

ARTICLE XIII

DEFAULT

13.1 Definition. Failure to comply with any of the terms of this Declaration, the Articles of Incorporation or By-Laws of the Association or the duly adopted Rules and Regulations of the Association, shall constitute an event of default and shall be grounds for relief, which may include without limitation an action to recover sums due for damages and injunctive relief, or any combination thereof.

13.2 Remedies. In addition to all other remedies herein contained or as may be provided by law, the Association may discontinue the furnishing of any utilities or other services to an Owner who is in default of his obligations to the Association or other Owners as set forth herein upon thirty (30) days' written notice to such Owner and to any Mortgagee of such Owner's Lot of its intent to do so.

13.3 Costs. In any proceeding arising because of any alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees from such Owner.

13.3 No Waiver. The failure of the Association of any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles of Incorporation or By-Laws of the Association, or the Rules and Regulations, shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

13.5 Rights Cumulative. All rights, remedies and privileges granted to the Association or any Owner pursuant to the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or the Rules and Regulations, shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges, as may be available to such party at law or in equity.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Acceptance of Governing Rules. The Association, all present or future Owners, tenants or future tenants, or any other person using the facilities of the Project are subject to and shall comply with this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations, and the acquisition, occupancy or rental of a Lot shall signify that all such documents are accepted and ratified. In the even of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order or preference: (a) this Declaration; (b) the Articles of Incorporation of the Association; (c) the By-Laws of the Association; and (d) the Rules and Regulations.

14.2 Delivery of Notices. All notices or other documents required herein to be delivered by the Association to Owners may be delivered either personally or by mail. If delivered personally, same shall be deemed delivered when actually received by the Owner. If mailed, same shall be deemed delivered when deposited in the United States Mail addressed to the Owner at his address as it appears on the records of the Association with postage thereon prepaid.

14.3 Severability. If any of the provisions of the Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

14.4 Agent For Service of Process. _____, is the person to receive service of process in the cases authorized by this Declaration. The Board of Directors shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the Utah Recorder of Utah County, State of Utah.

14.5 Paragraph Titles. Paragraph titles are used in this Declaration for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

14.6 Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Utah County, State of Utah.

14.7 Maintenance and Open Space Agreements. The provisions of the Maintenance Agreement and the Open Space Agreement by and between the Association and Utah County as a part of the approval of the Documents of this Project are herein included by reference as part of this Declaration.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year herein first above written.

BY:

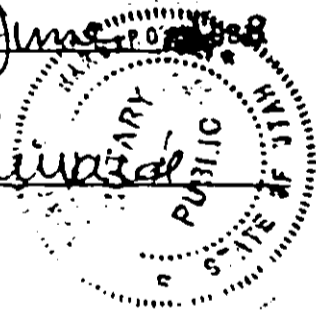
x [Signature]

Lola Redford by
Robert E. Simpson her attorney
- in - fact

STATE OF UTAH)
COUNTY OF UTAH)

On this 21st day of June, 1983, personally appeared before me, _____, whose name is subscribed to the foregoing Declaration, and acknowledged to me that he executed the same.

WITNESS my hand and official seal this 21st day of June, 1983

[Signature]
Notary Public


My Commission Expires:

April 23 - 1986

Residing At:

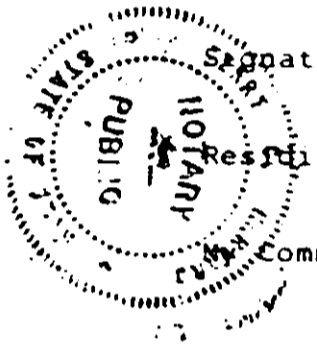
Provo - Utah

(Attorney in Fact - Individual)

State of Utah
County of Utah ss.

On Aug. 2, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Gipson personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as the Attorney in fact of Lola Redford and acknowledged to me that he subscribed the name of Lola Redford thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

Residing at: Provo, Utah

Commission expires: April 23, 1986

BOOK 2069 PAGE 307

23729