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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
CLIFFORD PARK ESTATES SUBDIVISION PHASES 1, 2 AND 3**

12-703- 0101 to 0123
12-704- 0201 to 0231
12-705- 0301 to 0318
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LOCATED IN DAVIS COUNTY, UTAH

AFTER RECORDING PLEASE RETURN TO:

**Ivory Homes, Ltd.
Christopher P. Gamvroulas
978 East Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7440**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
CLIFFORD PARK ESTATES SUBDIVISION PHASES 1, 2 AND 3,**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Clifford Park Estates Subdivision Phases 1, 2 and 3 (the "Declaration") is made and executed by Ivory Homes, Ltd., of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Clifford Park Estates Subdivision Phases 1, 2 and 3 was recorded in the office of the County Recorder of Davis County, Utah on September 6, 2007 as Entry No. 2304089 in Book 4361 at Pages 1309-1336 of the official records (the "Original Declaration").

B. The Original Declaration was amended and superseded by a written instrument entitled "Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Clifford Park Estates Subdivision Phases 1, 2 and 3" which was recorded in the office of the County Recorder of Davis County, Utah on November 28, 2007 as Entry No. 2323850 in Book 4417 at Pages 1260-1287 of the official records (the "Amended Original Declaration").

C. Declarant is the successor to the rights of development of the Property.

D. This Declaration affects that certain real property located in Davis County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

E. The Property has been or will be subdivided into a residential development consisting or to consist of up to of seventy-two (72) Lots. Six (6) Lots are currently owned by the Davis School District and six (6) Lots have been sold by Fieldstone Corporation to private individuals. Declarant owns the remaining sixty (60) Lots. It is the intent of the Declarant that this Declaration will be binding upon all Lots and all Lot Owners.

F. All of the voting requirements of Article IX, Section 9.5 of the Amended Original Declaration have been satisfied.

G. The Property is an area of unique natural beauty, featuring distinctive terrain.

H. Declarant desires to provide an updated general plan for the development of all of the Property and for the establishment of covenants, conditions and restrictions, and reservation of

easements to assist the owners in managing the land and protecting the value and attractiveness of this unique residential property, all in accordance with the provisions of this Declaration.

I. The development of the Property and the construction of the improvements thereon has been or is to be performed in accordance with the plans contained in the Final Plat recorded or to be recorded concurrently herewith.

J. Declarant intends to sell to various purchasers the fee title to the individual Lots which it owns located within the Project.

K. The completion of the Project may be in phases. The completed Project will consist of the original phase and all subsequent phases.

L. The Declarant desires, by filing this Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Clifford Park Estates Subdivision Phases 1, 2 and 3, to submit the Property and all improvements now or hereafter constructed thereon to the provisions set forth below, which shall constitute equitable servitudes and shall run with the land.

COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS

NOW, THEREFORE, for the reasons recited above, the Declarant hereby withdraws the Amended Original Declaration in its entirety and substitutes the following covenants, conditions and restrictions, and reservations of easement in lieu thereof.

ARTICLE 1 DEFINITIONS

The following definitions shall apply to this Declaration:

1. The term Accessory Building shall mean and refer to any structure which (1) is not the preliminary structure, (2) contains at least 120 square feet, (3) requires a building permit, (4) is not a shed, shack or other out-building (for which a building permit is not required), and (5) qualifies as such under the totality of the circumstances in the sole opinion of the Association.

2. The term Architectural Review Committee (the "ARC") shall mean the person or persons appointed to review the designs, plans, specifications, Homes, architecture, fencing, landscaping, and other physical improvements within the Project.

3. The term Assessment shall mean and refer to any amount imposed upon, assessed, or charged an Owner.

4. The term Association shall mean and refer the association of Owners acting as a

group in accordance with the Declaration.

5. The term Board of Directors shall mean and refer to the governing board of the Association.

6. The term Bylaws shall mean and refer to the administrative code of rules for the administration of the Association.

7. The term City shall mean and refer to the City of Clearfield in Davis County, Utah.

8. Common Areas shall mean and refer to all real property in the Project owned or controlled by the Association, including but not limited to the following items:

(a) The real property and interests in real property submitted hereby, including the entirety of the Tract and all improvements constructed thereon, excluding the individual Lots.

(b) All Common Areas and Facilities designated as such in the Final Plat;

(c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Lot Owners, such as power, gas, water and sewer;

(d) The Project's common landscaping and open space; and

(e) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned or controlled by the Association for the common benefit of its Members.

Utility installations such as power, gas, water, and sewer may be dedicated to the City and, if so, this definition shall not be construed to allow the Association to exclude the City from the ownership and control of the utility systems so dedicated.

9. Common Expense shall mean and refer to: (a) All sums lawfully assessed against the Owners; (b) Expenses of administration, maintenance, repair or replacement of the Common Area and Facilities; (c) Expenses allocated by the Association among the Owners; (d) Expenses agreed upon as common expenses by the Association; and (d) Expenses declared common expenses by the Declaration.

10. The term Declaration shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Clifford Park Estates Subdivision Phases 1, 2 and 3.

11. The term Dedicated Streets shall mean and refer to those streets, roads, and cul-de-sacs within the Project formally dedicated to the City or any other municipal or governmental body politic, entity, or agency. It is anticipated that the streets in the Project will be private.

12. The term Declarant shall mean and include Ivory Homes, Ltd. and any person or persons who might acquire title from it to all or some of the unsold Lots through purchase, assignment, or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where any person purchases all or some of the remaining Lots in a sale in the nature of a bulk sale. The person acquiring any of such property from the Declarant shall be considered a Declarant with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration; provided, however, a notice of succession shall be recorded in the Office of the County Recorder signed by both the current Declarant and by its successor in interest as the new Declarant.

13. The term Default Assessment shall mean and refer to an Assessment against an Owner or a Lot for failure to perform an obligation under the Project Documents or because the Association has incurred an expense on behalf of the Owner under the Declaration.

14. The term Design Guidelines shall mean and refer to any design guidelines required by the City, Association or the Architectural Review Committee.

15. The term Developmental Rights shall mean and refer to the right granted hereunder to the Declarant, its agents, representatives, employees, successors and assigns to develop and improve the Property.

16. The term Eligible Guarantor shall mean and refer to a governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Architectural Review Committee in accordance with the Declaration.

17. The term Eligible Insurer shall mean and refer to an insurer of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

18. The term Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

19. The term Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Owners. A vote which is for any reason suspended is not an "eligible vote".

20. The term Final Plat shall mean and refer to the recorded Final Plat for Clifford Park Estates Subdivision Phases 1, 2 and 3 on file in the Office of the County Recorder.

21. The term Governing Documents shall mean and refer to the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations.

22. The term Guest shall mean and refer to a guest, visitor, or invitee of an Owner.
23. The term Home shall mean and refer to a dwelling, residence or home constructed upon a Lot.
24. The term Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.
25. The term Individual Charge shall mean and refer to a charge levied against an Owner for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment. Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner including:
- (a) The cost to repair any damage to any portion of the Property on account of loss or damage caused by such Person; or
 - (b) The cost to satisfy any expense to any other Owner, the Association or Architectural Review Committee due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Project Documents;
 - (c) Default Assessment; or
 - (d) Fine.

Individual charges may be secured by a lien against the Owner's interest in the property and the Association also shall have all other collection remedies, both legal and equitable, available under Utah law and this Declaration.

26. The term Land shall mean and refer to the Property.
27. The term Landscaping shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within the Property as well as the appurtenant sprinkling and irrigation systems.
28. The term Lender shall mean and refer to a Mortgagee.
29. The term Lot shall mean and refer to a lot as shown on the Final Plat. Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.
30. The term Lot Number shall mean and refer to the number, letter, or combination thereof designating a particular Lot as identified on the Final Plat.

31. The term Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

32. The term Manager shall mean and refer to the Person appointed or hired by the Architectural Review Committee to manage and operate the Property.

33. The term Map shall mean and refer to the Final Plat.

34. The term Mortgage shall mean and refer to any mortgage, deed of trust, or other security instrument (including the seller's rights under a contract for deed) by which a Lot or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Lot, or any part thereof or interest therein.

35. The term Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary, or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Declarant as the holder of a First Mortgage of a Lot or any interest therein.

36. The term Office of the County Recorder or County Recorder shall mean and refer to the Office of the County Recorder of Davis County, Utah.

37. The term Owner shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Lot, excluding a Mortgagee or a 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.

38. The term Period of Declarant's Control shall mean and refer to the period of time during which there is Class B voting and the Declarant has the legal right to appoint the directors of the Association.

39. The term Permittee shall mean a Guest, renter or other natural person permitted onto the Property by an Owner or resident, including family members.

40. The term Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

41. The term Plans and Specifications shall mean and refer to any and all documents

designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation, all documents indicating the size, shape, configuration and/or materials to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

42. The term Private Street, Road, Cul-de-sac, Way or Drive shall mean and refer to those streets, roads, cul-de-sacs, ways, drives, or turnabouts within the Project not dedicated to the City or any county, state, or other governmental body politic, entity or agency. It is anticipated that the road or roads in the Project will be private.

43. The term Project shall mean and refer to Clifford Park Estates Subdivision Phases 1, 2 and 3 as it may be expanded from time to time.

44. The term Project Documents shall mean and refer to this Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations.

45. The term Property shall mean and refer to all of the land or real estate, improvements, and appurtenances comprising the Project submitted to this Declaration.

46. The term Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial, or oversized vehicle, motor Home, commercial vehicle, tractor, golf cart, mobile Home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

47. The term Reinvestment Fee Covenant means and refers to a covenant, restriction, or agreement that:

(a) affects real property; and

(b) obligates a future buyer or seller of the lot to pay to the Association upon and as a result of a transfer of a lot a fee that is dedicated to benefitting the lot, including a payment for (collectively "Authorized Purposes"):

- (1) Common planning, facilities, and infrastructure;
- (2) Obligations arising from an environmental covenant;
- (3) Community programming;
- (4) Resort facilities;
- (5) Open space;
- (6) Recreation amenities;

- (7) Charitable purposes; or
- (8) Association expenses, as that term is defined by Utah Code Ann., Section 57-1-46(1)(a) (2010) as amended or supplemented; and

(c) is a Reinvestment Fee Covenant as that term is defined by Utah Code Ann., Section 57-1-46(1)(i) (2010) as amended or supplemented.

For use herein, the term "common planning, facilities, and infrastructure" shall be liberally and broadly construed to include any and all property and improvements included in the maintenance, repair and/or replacement responsibility of the Association.

Anything to the contrary notwithstanding, the Reinvestment Fee Covenant is not to be considered a Transfer Fee Covenant as that term is defined by Utah Code Ann., Section 57-1-46(1)(j) (2010) as amended or supplemented.

48. The term Reinvestment Fee means a fee charged pursuant to the Reinvestment Fee Covenant.

49. The term Residence Number shall mean and refer to the number, letter, or combination of name, numbers, and letters that identifies a Lot.

50. The term Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to any and all natural persons residing in a Lot.

51. The term Single Family shall mean and refer to one of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (c) a group of not more than three (3) unrelated persons who maintain a common household, to be distinguished from a group occupying a boarding house, club, fraternity or hotel. The Single Family may include up an additional person or an additional person or persons approved in writing by the Architectural Review Committee, such as a caretaker or as domestic help.

52. The term Single Family Residence shall mean and refer to (a) both the architectural style of a Lot and (b) the nature of the residential use permitted therein.

53. The term Total Votes shall mean and refer to the total number of Eligible Votes appertaining to all Lots at the Project.

54. The term Tract shall mean and refer to all of the land or real estate submitted to this Declaration.

55. The term Unit shall mean and refer to a Home.

56. The term Use Restrictions shall mean and refer to the use restrictions and limitations expressly set forth herein. The initial Use Restrictions are subject to change.

57. The term Visible From a Neighboring Property shall mean with respect to any object that such object is or would be visible to an individual six (6') tall standing at ground level on any portion of the neighboring property.

ARTICLE 2 GENERAL PROVISIONS

1. Description of the Project. It is intended that there will be seventy-two (72) Lots in the Project and that there will be Common Area. Living in a planned development is not like living in a typical subdivision. All of the Owners of Lots in this Project will share common elements and facilities. Because of this sharing protective covenants are not only worthwhile, they are absolutely necessary for everyone's comfort and enjoyment, including the obligation to pay for the Common Expenses.

2. Single Family Residences. Only single family residences are allowed in the Project.

3. Area of Application and Expansion. This Declaration shall apply to all of the Property. The Declarant shall have the unilateral right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded, and without additional Owner approval required.

4. Easements. Easements are hereby reserved throughout the Property as may be required for utility and other services.

(a) Construction Easement. The Declarant hereby reserves for itself and its affiliates and assignees a temporary construction easement over the Property, including the Common Area, for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project. The Owners do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their property until all improvements are complete. The Owners do hereby waive any right to object to such construction activity. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.

(b) Locations of Facilities Easement. Declarant hereby reserves for itself and its affiliates and assignees a non-exclusive easement for itself and its affiliates and assignees to construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of

Facilities over, across, and through all other Common Area and Facilities of the Project in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner, Mortgagee or the Association. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

(c) Easements for the Entry and Entry Monument. Declarant hereby reserves for itself and its affiliates and assignees easements for the Entry and Entry Monument, and corresponding easements for the utility, drainage and irrigation systems and facilities. No Owner or resident may do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of such improvements, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Declarant and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass.

(d) Reciprocal Easements. All conveyances of a Unit hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Declaration, even though no specific reference to such easements appears in any such conveyance.

(e) Access Easement and Right of Way. A non-exclusive easement over, across, through, above and under the Lots and any common area for purposes of access, installation, construction, operation, regulation, inspection, maintenance, repair, replacement, and related services of the land drain system and facilities.

(f) Easements for Utilities, Drainage and Irrigation. Easements for utilities, the drainage systems and facilities, and irrigation are reserved hereby and on the recorded Plat. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Declarant and/or the Architectural Review Committee expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities,

drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

(g) Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels.

1) The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible.

2) It shall be the responsibility of the Owner to see that his Lot strictly conforms with the grading and drainage plan established by the Declarant, Davis County and the City.

3) For purposes of this subsection, the term "established drainage pattern" shall mean the drainage pattern, facilities, and improvements in existence at the time a Lot is conveyed to a home purchaser by the Declarant, its successor or assign.

4) Within these easements and rights of way, no structure, planting or other materials 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, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by the Owner, excepting those improvements for which a public authority or utility company is expressly responsible.

5) Each Owner shall be responsible to develop, improve, and landscape his Lot in a manner consistent with the land drain system and the established drainage pattern, and so as not to detract from, interfere with, or impair or the land drain system or the established drainage pattern on any other Lot within the Project. No changes to the land drain system or the established drainage pattern on any Lot shall be permitted without the prior written consent of the City.

6) Each Owner shall be strictly liable for any loss, damage or claim caused to person or property in the Project caused by his negligence or carelessness.

(h) Optional Easement to Use Water, Power and/or Gas from a Lot or Unit. The Declarant hereby reserves to itself and grants to the Association, and their successors and assigns:

(a) The right to hook-up, tie-in, connect to and/or use the water, power or gas utilities, systems, equipment, meters, valves, pipes and lines servicing a Lot or Unit for the purpose of providing water, power or gas to the Common Area or Facilities or other parts of the Project in common use or necessary or convenient to the use, existence, maintenance, operation or management of property owned or managed by the Association for the common benefit of its members; and

(b) A non-exclusive easement and right of way over, across, under and through any Lot or Unit for the purpose of:

(1) Access to the water, power, gas, equipment, meters, valves, pipes or lines located in, on or about the Lot or Unit;

(2) Ingress and egress;

(3) Hook-up, tie-in and/or connecting to the water, power, gas, equipment, meters, valves, pipes or lines; and

(4) Using, installing, extending, maintaining, repairing or replacing the equipment, meters, valves, pipes or lines.

Each Owner by the acceptance of a deed or other document of conveyance to a Lot or Unit hereby agrees to the foregoing; provided, however, if the Declarant or the Association, or their successors and assigns, elect to connect to and use the water, power or gas from a Lot or Unit, then the Declarant and/or Association, or their successors and assigns, shall provide the Owner of the Lot or Unit a credit in a sum equal to the actual cost to said Owner of providing the water, power or gas for the purposes outlined above.

5. Encroachment. If any part of a Lot encroaches or shall hereafter encroach upon another Lot or Lots, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building on the Property, by error in the Final Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Property or any part thereof.

6. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Project.

7. Architectural Issues. Declarant reserves to itself and is hereby granted the sole right and exclusive authority to resolve all architectural issues in this Project in order to insure the harmony of design and quality of construction and materials. All architectural designs, plans, fencing, specifications and construction materials must be reviewed and approved by the Declarant in writing, and must be consistent with, in congruity with and not in conflict with the Development Agreement with the City. In the event of any conflict, inconsistency or incongruity, the provisions of the Development Agreement shall in all respects govern and control.

8. Designs, Plans and Specifications. Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval. Information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

(a) Review Considerations Generally. In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things.

(b) Aesthetics. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner, by virtue of his acceptance of a deed to a Lot or other document of conveyance, acknowledges that opinions on aesthetic matters are subjective and may vary as ARC members change over time.

(c) Minimum Requirements For A Home. No Home shall be constructed or altered unless it meets the following minimum requirements:

- 1) All Homes shall be single-family dwellings with a two-car garage.
- 2) The height of any Home shall not exceed two stories above ground.
- 3) No slab on grade Homes are permitted.
- 4) Each Home shall be built with a basement. Rambler-style Homes shall have at least 1,200 square feet of finished floor space above grade. All other styles shall have at least 1,500 square feet of finished floor space above grade.
- 6) Home exteriors must consist of at least two types of approved construction materials, such as maintenance free stucco and masonry. No aluminum or vinyl is permitted. All

exterior finishes shall comply with the elevations provided by the Declarant and incorporated into the Amended Development Agreement.

7) Each main building on the Property shall have the following setbacks:

a) Front yards shall be a minimum of 23' to the garage and 20' to all other living areas.

b) Side yards shall be a minimum of 9' on the garage side and 6' on the other side.

c) Corner side yards shall be a minimum of 15'.

d) Rear yards shall be a minimum of 23'.

8) All Homes shall be constructed with 30-year architectural or superior grade shingles.

9) Any detached accessory building must conform in design and materials with the primary residential Home and comply with subsection (g) below.

10) No tin sheds are allowed.

11) Any and all plans and specifications for an Accessory Building must be submitted, reviewed and approved in writing in advance.

12) All Lots shall be fully landscaped in accordance with subsection (f) and Section 9 set forth below.

13) No fence or similar structure shall be placed in any front yard. No fence or similar structure shall be placed in any side or rear yard in excess of six (6) feet. Vinyl fencing is allowed without additional approval required. Wood, masonry and wrought iron fencing may be allowed with the express prior written consent of the ARC, although approval may be denied. Chain link fencing is strictly prohibited. If there is a dispute as to what constitutes the front, side or rear yards, or whether a variance has been granted, the decision of the ARC shall be final, binding and conclusive.

14) Conditional uses may be allowed for a swimming pool, cabana, equipment building, outdoor recreational activities, such as an athletic court, tennis courts, basketball court, soccer pitch, batting cage, and so forth.

(d) Preliminary Architectural Drawings, Plans and Specifications. The ARC may require, as a minimum, the following additional items:

1) Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.

- 2) Floor plans of each floor level to scale.
- 3) Elevations to scale of all sides of the Home.
- 4) One major section through Home.
- 5) A perspective (optional).
- 6) Specifications of all outside materials to be used on the exterior of the

Home.

(e) Final Plans and Specifications and Working Drawings. The ARC may also require, as a minimum, the following:

1) Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

2) Detailed floor plans.

3) Detailed elevations, indicating all materials and showing existing and finished grades.

4) Detailed sections, cross and longitudinal.

5) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addenda or riders noting the colors of all materials to be used on the exterior of the Home.

(f) Landscaping. All Lot landscaping, grading, and drainage is subject to the following covenants, conditions, restrictions and easements, and shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Declarant or the ARC and so as to comply with and not impair all applicable ordinances and flood control requirements.

1) All Lot landscaping must be completed within one (1) year of the date of closing.

2) Landscaping shall include by way of illustration but not limitation the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes and shrubs, and the planting of street trees.

3) The Declarant will provide the City with a bond for landscaping whenever possible.

4) In the event that such a bond is provided, it shall be refunded, upon the buyer's completion of the City's landscaping requirements, inspection and approval, to the Owner.

5) By accepting a deed or other document of conveyance to a Lot, the Owner hereby agrees, acknowledges and consents that if the Declarant is required by the City to install front yard landscaping prior to receiving a final inspection on the Lot, to the basic front yard landscaping so provided and further agrees that the landscaping installed by Declarant is in lieu of, abrogates and cancels any 2,000 sq. ft. of sod promised on any promotional materials, including by way of illustration but not limitation the Purchase Price Addendum and the Ivory Homes Catalogue of Homes.

6) The Owner is responsible for the initial planting of trees.

7) Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained and replaced by the Owner.

8) Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced.

9) All replacement trees must also satisfy the requirements of the Street Tree Planting Plan.

10) The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the Project.

11) No concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces (collectively "controlled surfaces") may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the ARC.

12) Front, side or rear yards constructed primarily or substantially of controlled surfaces are prohibited.

13) Should any Owner fail to comply with the provisions of this paragraph, the Declarant or the ARC shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials.

14) The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.

(g) Accessory Buildings. Accessory Buildings are considered "conditional uses," which require the approval of the City and the ARC. Each application to construct or install an Accessory Building will be evaluated separately by the ARC and approved or disapproved on a case-by-case basis, subject to the following guidelines:

1) Any detached Accessory Building must conform in design and construction materials with the primary residential Home.

2) The maximum height of an Accessory Building shall be twelve (12) feet, (although the ARC may grant an exception if, in its sole opinion, such is in the best interest of the Project);

3) If there is a dispute of any kind whatsoever, such as whether a structure is an Accessory Building, the decision of the Declarant, or upon the termination of the Period of Declarant's Control, the Architectural Review Committee, shall be final, conclusive and binding.

(h) Open Space. Parcels A, B, C and D on the Final Plat have been provided as open space for the Property. Open Space Parcels C and D shall be landscaped with shrubs, trees, and grass. The grass shall be mowed, watered and maintained regularly. Open Space Parcels A and B shall be graded and cleared of existing vegetation; groundcover shall consist of an irrigated non-invasive native grass. The Open Space along 1000 West shall also be landscaped with trees and grass. The grass shall be mowed, watered and maintained regularly.

(i) Approval. In the event that the ARC fails to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be considered approved, subject to the minimum requirements as set forth herein.

(j) No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any

other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

(k) Variance. The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations, and prior written consent of the City Board of Adjustment. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

(l) Limitation of Liability. Neither the Declarant nor the ARC, or any of their employees, agents, representatives or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant and the ARC, and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

(m) Enforcement of Architectural Guidelines. Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the ARC an Owner shall at his own cost and expense remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser.

(n) Contractors. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the ARC from the Project, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the ARC or the Declarant, nor their employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.

(o) Ivory Homes Catalogue. Any and every home design, plan or specification contained within the Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required, provided the home elevations meet and the home otherwise satisfies all of the architectural control requirements of the City PUD ordinance.. Any and all deviations from the Ivory Homes Catalogue, including by way of illustration but not limitation, design, construction materials and coloration, must be expressly approved in writing by the ARC: The approval of the Ivory Homes Sales staff and/or construction personnel is insufficient.

9. Operation, Maintenance and Alterations. The Property shall be maintained, repaired, and replaced in accordance with the following covenants, conditions and restrictions:

(a) Minimum Standard for Condition of Property. The Property shall be maintained in a usable, clean, functional, safe, sanitary, attractive and good condition, consistent with Community Standards.

(b) Landscaping. Each Owner is responsible to maintain the landscaping on his Lot. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in accordance with any City landscaping maintenance plans or ordinances. Specific additional written guidelines, standards, controls, and restrictions on landscaping may be adopted or amended by the Board of Directors from time to time. All landscaping shall be maintained in a safe, sanitary, aesthetic and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. All landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot, or to detract from the uniform design and appearance of the Project. Anything to the contrary notwithstanding, all landscaping must abide by and strictly comply with all soils report recommendations and City requirements.

(c) Area of Common Responsibility. The Association is responsible to maintain the Common Area and Facilities. The Association shall remove all ice and snow accumulations from the Common Area. The Association shall not allow the Common Area to detract from the health, safety or uniform appearance or design of the Project.

(d) Area of Personal Responsibility. Each Owner is responsible to maintain his Lot. Each Owner shall remove all ice and snow accumulations from his Lot. No Lot Owner shall allow his Lot to detract from the health, safety or uniform appearance or design of the Project.

(e) Default Provisions. If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Board of Directors

may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The term "emergency" as used here means a situation or condition in which there is a threat of imminent and substantial harm to person or property. The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. A lien may be filed by the Association against the Owner's interest in the Property to secure payment.

(f) Alterations to the Common Area. The Declarant may make changes to the design and construction of the improvements located in or on the Common Areas without additional approval required, including without limitation the consent of the Board of Directors or Members of the Association; provided, however, no Owner may make any structural alterations to the Common Area (including the Limited Common Area), without the express prior written consent of the Board of Directors.

(g) Certain Work Prohibited. No Lot Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Lot Owners being first had and obtained.

(h) Power Easement/Disclaimer of Liability. A fifty foot (50') power easement with all of its inherent dangers is located within the Project as shown on the Final Plat (the "Power Easement"). The Power Easement runs under, across, over or through the following Lots: 103, 108, 109, 119, 201, 222, 221, 220, 219, 218, 217, 304, 305, 306, 307, 308, 309 and 310. By acceptance of a deed or other document of conveyance to one of said Lots or any other portion of the Property, or by entering said property, each Owner and/or Permittee for himself hereby assumes all risks, dangers, hazards and perils inherent in living on or visiting property with a Power Easement, and further waives any claims against the Declarant and/or the Association for loss, damage or harm to his person, including death, or property arising out of or caused by said Power Easement, and further releases the Declarant and/or Association from any and all liability for any loss, damage or harm to person, including death, or property arising out of said Power Easement, including negligence, and hereby covenants not to sue. Owners and their Permittees are hereby expressly prohibited from participating in activities which may increase the dangers, perils or risks inherent in a Power Easement, and that they assume the risk of so acting or failing to act, and do so without the permission of Declarant or the Association. In addition, each and every Owner of the Lots named above shall obtain adequate additional insurance coverage required by or appropriate for their proximity to the Power Easement, which shall provide primary coverage, and hereby agree to assume full financial responsibility for any and all accidents, injuries, harm, losses, liabilities or damage which may occur to their person, including death, or property by the Power Easement, and further agree to save, indemnify and hold the Declarant and the Association harmless therefrom. **DO NOT PURCHASE A LOT IN THIS PROJECT, OR ONE OF THE PARTICULAR LOTS ADJOINING THE POWER LINES, IF YOU DO NOT UNDERSTAND AND EXPRESSLY ASSUME THESE RISKS AND PERILS AND THE DISCLAIMERS SET FORTH BELOW.**

INCLUDING THE RISK OF NEGLIGENCE, BODILY HARM AND DEATH. This Section may not be amended without the express prior written consent of the Declarant.

10. Use Restrictions and Nature of the Project. The Lots are subject to the following use restrictions which shall govern both the architecture and the activities within the Project:

(a) Private Residence. No Lot shall be used except for residential purposes.

(b) Home Occupation Guidelines. No resident may operate a commercial trade or business in or from his Unit with employees of any kind or with customers who are not residents of the Project, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Unit. No commercial trade or business may be conducted in or from a Unit unless (1) the business activity conforms to all home occupation and zoning requirements governing the Project; (2) the operator has a city issued business license; (3) the business activity satisfies the Home Occupation Guidelines adopted by the ARC, as they may be modified from time to time; and (4) the resident has obtained the prior written consent of the ARC. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

(c) Motor Vehicles. The driving, parking, standing, and storing of motor vehicles in, on or about the Project shall be governed and regulated by the parking rules and regulations adopted by the Board of Directors, as they may be amended from time to time. All garages shall be used primarily for the parking and storage of vehicles. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. Except for purposes of loading or unloading passengers or supplies, for a period of time not to exceed twenty-four (24) hours, all Recreational, Commercial, and Oversized Vehicles may only be stored on a Parking Pad approved in writing by the Declarant or the ARC. Anything to the contrary notwithstanding, eighteen-wheeled semi-trailers and similar oversized or commercial transportation devices are not allowed. WITHOUT ANY FURTHER NOTICE, vehicles parked in violation of the Project Documents may be (a) immobilized, (b) towed, and/or (c) impounded by the ARC or its designee, and at the owner's sole (i) risk and (ii) expense.

(d) Garbage and Refuse Disposal. No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.

(e) Aerials, Antennas, and Satellite Systems. All exterior aerials, antenna and satellite dishes (collectively "antenna") must be positioned so that they are screened from view from the street. No antenna shall be erected, maintained or used in, on or about any Home, outdoors and

above ground, whether attached to or on top of any building, structure, Home, or otherwise, within the Project without the prior written consent of the Declarant or ARC, which shall not be unreasonably withheld. Anything to the contrary notwithstanding, if there is a conflict between this subsection and the FCC guidelines, the latter shall in all respects govern and control. In making its decisions, the Declarant and/or ARC shall abide by and be subject to all relevant local, state and federal laws, including but not limited to all FCC guidelines, rules and regulations as they may be amended or supplemented from time to time.

(f) Animals and Pets. Large animals as that term is defined by City ordinance are not allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred at the Project. Up to two (2) domestic pets as that term is defined by City ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts or behaviors shall be considered a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Project and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; (9) violation of City pet ordinance; and (10) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

(g) Laws. Nothing shall be done or kept in, on or about any Lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(h) Damage or Waste. Each Owner shall repair any damage he or any other residents, guests, or invitees of his Lot may cause to another Owner, Lot, or Home, and promptly restore the property to its original condition.

(i) Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Home; provided, however, this restriction does not apply to and is not binding upon the Declarant, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs in the Common Area, on a Lot, or showing from a Home are strictly prohibited.

(j) Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Project land use and buildings.

(k) Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

(l) Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.

(m) Entry Monument. If an Owner purchases a Lot which includes a common improvement, including by way of illustration but not limitation an Entry, Entry Monument, planter, planter box, planter strip, perimeter fence, wall, street light, exterior lighting or other landscaping treatment of any kind, shall, at his sole expense, maintain such common elements in good condition, and may not improve his property or place any plant, hedge, tree, bush, shrub or object, natural or artificial, behind, to the side or in front of such improvement or feature or so as to impair, obstruct, block or impede the view or purpose of the Entry, Entry Monument or other improvement, planter box, landscaping strip, or any such special landscaping feature.

(n) Chimes and Musical Sound Makers. Chimes, dream catchers, bells, tubes or other objects hung vertically outside the Home which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited.

11. Owner-Occupied. In order to maintain the value of the purchased property and Project, a Home must be owner-occupied for a period of at least one (1) year after the date of closing. For use herein, the term "owner-occupied" shall mean a Home occupied by one of the following: (a) The owner of record in the office of the County Recorder and/or his spouse, children or parents; or (b) The shareholder, partner, member, trustor, beneficiary, or other legal representative of an institutional owner, provided, such person holds a majority of the beneficial interest in such legal entity and/or his spouse, children or parents.

12. Leases. Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the Project, the leasing and renting of Homes is subject to the following covenants, conditions and restrictions:

(a) Renting rules and regulations adopted by the Board of Directors, as they may be amended from time to time.

(b) No Owner may lease or rent his Home for a period of one (1) year from the date of closing.

(c) No Owner shall be permitted to lease his Home for short term, transient, hotel, vacation, seasonal or corporate-use purposes. For purposes of this section the term "short term" shall

be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Home, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the Architectural Review Committee.

(d) "For Rent" or "For Lease" signs are prohibited.

(e) The Architectural Review Committee must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in violation of the Project Documents shall be considered "non-conforming" and, as such, voidable by the Architectural Review Committee.

(f) The Architectural Review Committee may require that Owners use lease forms, addenda, such as the Crime Free Addendum, or approved provisions, such as "the renter is subject to and bound by the Project Documents"; and the ARC may impose a review, transfer, impact or administration fee on the lease or transfer of any Lot.

(g) Other than as stated in this Section 12, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Home.

13. Common Expenses.

(a) Declarant. Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay Assessments on any Lots owned by it until such time as: (1) the physical structures are substantially completed and (2) certificates of permanent occupancy are issued and the Lots are sold or rented, or (3) Declarant elects in writing to pay the Assessments.

(b) Purpose of Common Area Expenses. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of any real and personal property owned by the Association, and regulating the Community, all as may be more specifically authorized from time to time by the Board of Directors.

(c) Creation of Assessments. Since the Assessments shall pay for the common expenses of the Association, as shall be determined by the Board of Directors from time to time, each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Assessments assessed by the Board of Directors.

(d) Budget. At least thirty (30) days prior to the Annual Meeting of the Association, the Board of Directors shall prepare and deliver to the Owners a proposed Budget

which:

(1) Itemization. Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

(2) Basis. Shall be based upon advance estimates of cash requirements by the Board of Directors to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and regulation of the Association, which estimate shall include but is not limited to expenses of management, irrigation water, grounds maintenance, taxes and special assessments, premiums for all insurance which the Board of Directors is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Board of Directors employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added, this estimate may need to be adjusted periodically as each new Phase is completed.

(e) Apportionment. The voting rights shall be distributed among and the Common Expenses shall be charged equally and uniformly to all of the Lot Owners.

(f) Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a majority of the Owners. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Board of Directors fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget and new Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

(g) Payment of Assessments. The time and method of payment shall be determined by the Board of Directors.

(h) Additional Services. The Board of Directors may provide individual services for a fee.

(i) Personal Obligation of Owners. All of the Owners, including the Owners of the six (6) Lots owned by the Davis School District and the six (6) Lots sold to private individuals prior to the recording of this Declaration, are liable to pay all Assessments and their share of the Common Expenses; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land sales contract, or other similar

instrument), who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for more than six (6) months of unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (1) the Owner of both the legal and equitable interest in any Lot; (2) the Owner of record in the offices of the County Recorder of Washington County, Utah; and (3) both the Buyer and Seller under any executory sales contract or other similar instrument.

(j) Equitable Changes. If the aggregate of all monthly payments on 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. Owners shall be given at least thirty (30) days written notice of any changes.

(k) Reserve Account. The Board of Directors shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses, major Repairs, and Capital Improvements.

(l) Analysis Report. The Board of Directors shall prepare and update at least annually a written Capital Asset Replacement and Reserve Account Analysis, and make the report available to the Owners at the annual meeting of the Association.

(m) Acceleration. The Board of Directors may but is not obligated to accelerate the entire annual Assessment of a delinquent Owner who has not cured his default within thirty (30) days after written notice.

(n) Statement of Assessments Due. Upon written request, the Board of Directors shall furnish to any Owner a statement of Assessments due, if any, on his Lot. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

(o) Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be entitled which insofar as it adversely affects the Association's lien for unpaid Assessments and each Owner, by accepting a deed or other document of conveyance to a Lot, waives his right to claim his homestead exemption has priority.

(p) Suspension of Right to Vote for Non-Payment. At the discretion of the Board of Directors, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of his Assessments, and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

14. Special Assessments. In addition to the other Assessments authorized herein, the

Association may levy special assessments in any year, subject to the following:

(a) Board of Directors Based Assessment. So long as the special assessment does not exceed the sum of Five Hundred and 00/100th Dollars (\$500.00) per Lot in any one fiscal year (the "Special Assessment Limit"), the Board of Directors may impose the special assessment without any additional approval.

(b) Association Approval. Any special assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of the members of the Association. The Board of Directors in its discretion may allow any special assessment to be paid in installments.

15. Benefit Assessments. If an Owner has the choice to accept or reject the benefit, then the Board of Directors shall have the power and authority to assess an Owner in a particular area as follows:

(a) Benefit only To Specific Lot. If the expense benefits less than all of the Lots, then those Lots benefitted may be specifically assessed, and the specific assessment shall be equitably apportioned among those Lots according to the benefit received.

(b) Unequal or Disproportionate Benefit. If the expense benefits all Lots, but does not provide an equal benefit to all Lots, then all Lots shall be specifically assessed, but the specific assessment shall be equitably apportioned among all Lots according to the benefit received.

Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board of Directors's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board of Directors has not previously exercised its authority under this Section.

16. Individual Charges. Individual Charges may be levied by the Board of Directors against a Lot and its Owner and shall be due not earlier than thirty (30) days after written notice.

17. Collection of Assessments. The Owners must pay their Assessments in a timely manner. Payments are due in advance on the first of the month. Payments are late if received after the 10th day of the month in which they were due.

(a) Delinquent Assessments. Any Assessment not paid when due shall be deemed delinquent and a lien securing the obligation shall automatically attach to the Lot, regardless of whether a written notice is recorded.

(b) Late Fees. A late fee in a sum to be determined by the Board of Directors

shall be assessed on all late payments. A payment received by the Board of Directors ten (10) days or more after its due date shall be considered late for purposes of this subsection.

(c) Default Interest. Default interest in a sum to be determined by the Board of Directors shall accrue on all delinquent accounts.

(d) Lien. If any Lot Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Manager, Board of Directors or their designee it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Lot in favor of any assessing Lot or special improvement district; and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(e) Foreclosure of Lien and/or Collection Action. If the Assessments remain unpaid, the Association may, as determined by the Board of Directors, institute suit to collect the amounts due and/or to foreclose the lien.

(f) Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

(g) No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Lot.

(h) Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration or the ByLaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

(i) Application of Payments. All payments shall be applied as follows: Additional Charges, Delinquent Assessments and Current Assessments.

(j) Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of

Assessments may be enforced by sale or judicial or nonjudicial foreclosure of the Owner's interest therein by the Board of Directors. The sale or judicial or nonjudicial foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board of Directors may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

(k) Appointment of Trustee. If the Board of Directors elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the Association, provided s/he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein. The Association shall record in the office of the county recorder a written Notice of Appointment of Trustee.

(l) Attorney in Fact. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Lot, if the Lot is rented and Owner is delinquent in the payment of his Assessments.

(m) Lenders, Foreclosures and Unpaid Assessments. Anything to the contrary notwithstanding, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, although the first mortgagee will also be liable for any reasonable attorneys fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a Lot in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, late fees, default interest and collection costs, including a reasonable attorneys fee, against the Lot for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

(n) Termination of Utilities and Right to Use Amenities for Non-Payment of Assessments.

1) If an Owner fails or refuses to pay any assessment when due, the Board of Directors may (a) terminate the Owner's right to receive utility services paid as a common expense; and (b) terminate the Owner's right of access and use of recreational facilities., after giving

notice and an opportunity to be heard.

2) Before terminating utility services or right of access and use of recreational facilities, the manager or Board of Directors shall give written notice to the Owner in the manner provided in the Declaration, ByLaws, or association rules. The notice shall state:

(a) utility services or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within the time provided in the Declaration, ByLaws, or association rules, which time shall be stated and be at least 48 hours;

(b) the amount of the assessment due, including any interest or late payment fee; and

(c) the right to request a hearing.

3) An Owner who is given such notice may request an informal hearing to dispute the assessment by submitting a written request to the Board of Directors within 14 days from the date the notice is received. A notice shall be considered received on the date (a) it is hand delivered, (b) it is delivered by certified mail, return receipt requested, or (c) five (5) days after it is deposited in the U.S. Mail, postage prepaid, addressed to the Owner's last known address on the books and records of the Association

4) The hearing shall be conducted in accordance with the standards provided in the Declaration, ByLaws, or association rules.

5) If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

6) Upon payment of the assessment due, including any interest or late payment fee, the manager or Board of Directors shall immediately take action to reinstate the terminated utility services to the Lot and right to use of recreational facilities.

(o) Assignment of Rents.

1) If the Owner of a Lot who is leasing the Lot fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board of Directors may demand the tenant to pay to the association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid; provided, however, the manager or Board of Directors must give the Owner written notice, in accordance with the Declaration, ByLaws, or association rules, of its intent to demand full payment from the tenant.

This notice shall:

(a) provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within the time period provided in the Declaration, ByLaws, or association rules;

(b) state the amount of the assessment due, including any interest or late payment fee;

(c) state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and

(d) provide the requirements and rights described herein.

2) If the Owner fails to pay the amount of the assessment due by the date specified in the notice, the manager or Board of Directors may deliver written notice to the tenant, in accordance with the Declaration, ByLaws, or association rules, that demands future payments due to the Owner be paid to the association pursuant hereto. A copy of the notice must be mailed to the Owner at his last known address as shown on the books and records of the Association. The notice provided to the tenant must state:

(a) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Board of Directors's intent to collect all lease payments due to the association pursuant hereto.

(b) that until notification by the association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the association; and

(c) payment by the tenant to the association in compliance herewith will not constitute a default under the terms of the lease agreement. If payment is in compliance with this Subsection (6) suit or other action may not be initiated by the Owner against the tenant for failure to pay.

3) All funds paid to the association pursuant hereto shall be deposited in a separate account and disbursed to the association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Owner within five business days of payment in full to the association.

4) Within five business days of payment in full of the assessment, including any interest or late payment fee, the manager or Board of Directors must notify the tenant

in writing that future lease payments are no longer due to the association. A copy of this notification must be mailed to the Owner.

5) As used in this section, the terms "lease" or "leasing" shall mean and refer to regular, exclusive occupancy of a Lot by any person or persons, other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

18. Reinvestment Fee. The buyer or seller of a lot shall pay to the Association at the time of closing or settlement of the sale of said lot a Reinvestment Fee in a sum to be determined by the Board of Directors. The amount of the Reinvestment Fee may not exceed .5% of the value of the lot at the time of closing and shall comply with the requirements of Utah Code Ann., Section 57-1-46(5) (2010) as amended or supplemented.

(a) The Reinvestment Fee Covenant shall be void and unenforceable unless a notice of Reinvestment Fee Covenant, separate from the Reinvestment Fee Covenant, is recorded in the Office of the County Recorder:

- (1) Stating the name and address of the Association;
- (2) Including the notarized signature of the Association's authorized representative;
- (3) Stating that the burden of the Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns;
- (4) Stating that the existence of the Reinvestment Fee Covenant precludes the imposition of an additional Reinvestment Fee Covenant on the lot;
- (5) Stating the duration of the Reinvestment Fee Covenant;
- (6) Stating the purpose of the Reinvestment Fee to be paid under the Reinvestment Fee Covenant; and
- (7) Stating that the Reinvestment Fee required to be paid under the Reinvestment Fee Covenant is required to benefit the lot.

The notice shall comply with the requirements of Utah Code Ann., Section 57-1-46(6) (2010) as amended or supplemented.

- (b) The Reinvestment Fee Covenant may not be enforced upon:
- (1) An involuntary transfer;
 - (2) A transfer that results from a court order;
 - (3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
 - (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution;

- (5) The transfer of the lot by a financial institution except to the extent that the Reinvestment Fee Covenant requires the payment of the Association's costs directly related to the transfer of the lot, not to exceed \$250.00, as that amount may be amended by statute from time to time; or
- (6) The Declarant or first buyer of the property from the Declarant.

(c) The Board of Directors shall establish and maintain a reserve account or accounts for the Reinvestment Covenant Fees. The account or accounts are intended to be capital reserve accounts and shall be used exclusively for the purposes set forth in Subsection (1)(a)(2) above. Payments to the Declarant to reimburse it for advances for Authorized Purposes pursuant to a written subsidy or other agreement are permitted expenditures. Funds in the reserve account or accounts may not be used for litigation.

(d) The Board of Directors shall prepare and update from time to time a written Reinvestment Covenant Fee Reserve Account Analysis, and make the report available to the Owners.

(e) This Section may not be amended without the express prior written consent of the Declarant, so long as it owns at least one lot in the Project and for five years after the date of the conveyance of the last lot.

19. Working Capital Fund. A working capital fund shall be established by the Declarant equal to or greater than two (2) months' Assessments for each Lot. Each Lot's share of the working capital fund shall be collected and transferred to the Board of Directors at the time of closing of the sale of each Lot by Declarant. Notwithstanding the foregoing, the contribution to the working capital fund for each unsold Lot shall be paid to the Board of Directors at the time such Lot is first occupied for residential purposes or a certificate of permanent occupancy is issued, whichever first occurs. With respect to each Lot for which the Declarant pays the contribution to the working capital fund, the Declarant shall be reimbursed for such contribution by the buyer of such Lot at the time of closing. The purpose of the working capital fund is to insure that the Board of Directors will have cash available to satisfy unforeseen expenses or to acquire additional equipment or services necessary for the operation, control and regulation of the Project. Sums paid into the working capital fund are not to be considered as advance payments or regular monthly payments of Common Expenses. Thereafter, the Board of Directors may continue the working capital fund by charging a reasonable transfer or impact fee when Lots are sold or rented.

20. View Impairment. Neither the Declarant nor the ARC guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Declarant nor the ARC shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

21. Common Utilities.

(a) There is a master water meter. The Declarant reserves to itself and hereby grants to the Association the right without the obligation to sub-meter the water.

(b) In addition, Declarant may provide water and power utility services to the Entry, Entry Monument and other common elements at its expense (the "Entry Utility Service"). Such Common Utility Service shall be maintained and paid for by the Association as a Common Expense; provided, however, the Declarant (or the Association) may elect to provide such Entry Utility Services through a meter or meters on an individual Lot or Lots and, if so, each such Owner agrees, by accepting a deed or other document of conveyance to such Lot, to provide, and not terminate, delay or interrupt, those Entry Utility Services to the Entry, Entry Monument or other common elements not separately metered and billed to the Association by the provider, although in such circumstance the Owner of each such Lot shall be entitled to the following credits: (a) A monthly credit an amount equal to the difference between the water bill for each such Lot and the average water bill for all of the other Lots in the Project; and (b) A monthly credit in an amount equal to the greater than an amount recommended as "fair" by Rocky Mountain Power, its successor or assign.

22. Declarant's Sales Program. Anything to the contrary notwithstanding, for so long as Declarant continues to own a Lot in the Project the following provisions shall be deemed to be in full force and effect. No Owner or occupant shall interfere or attempt to interfere with the completion of improvements, promotion and/or sale of Lots owned by Declarant or Homes constructed thereon. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Homes at any one time. Such office and/or models may be one or more of the Homes owned by the Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices. Declarant shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or Buildings in the Project title to which is vested in Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant) herein.

23. Insurance. The Association shall obtain adequate public liability insurance, fire and

extended coverage, directors and officers insurance, a fidelity bond, and worker's compensation. Each Owner shall obtain adequate public liability insurance, fire and extended coverage, and other insurance recommended by his independent insurance agent.

24. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. 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 hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

25. 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 shall inure to the benefit of the Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Project or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

26. Enforcement and Right to Recover Attorneys Fees. Should the Declarant, ARC or an aggrieved Owner be required to take action to interpret or enforce the Project Documents or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

27. Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or its agents, representatives and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

28. Indemnification of Architectural Review Committee. By acceptance of a deed or other document of conveyance to a Lot, each Owner hereby agrees to and shall save, indemnify and hold those neighbors volunteering and serving on the Architectural Review Committee harmless from any and all liability, loss or damage they may suffer as a result of claims, demands, costs, judgments or awards against them arising from their service on the Architectural Review Committee, including

negligence. This indemnity is not intended to cover intentional misconduct.

29. Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

30. Allocation of Profits, Losses and Voting Rights.

(a) Voting rights (subject to the exceptions set forth in subsection (b) below) shall be distributed among the Lots equally. The voting interest of each Lot shall have a permanent character and shall not be altered without the express affirmative consent of at least two-thirds (2/3) of the Lots memorialized in an amendment to the Declaration duly recorded.

(b) The Project shall initially have two (2) classes of voting memberships, known as Class A and Class B memberships. The memberships are described more particularly as follows:

1) Class A Members shall be all Owners with the exception of the Class B Members, if any. Class A Members shall be entitled to vote on all issues before the Project as follows: (a) Each Lot shall have one (1) vote; (b) No vote shall be cast or counted for any Lot not subject to assessment; (c) When more than one person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Owners prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended in the event more than one person or entity seeks to exercise it; and (d) Any Owner who has leased his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Owners prior to any meeting.

2) The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to three (3) votes per Lot owned. The Class B voting membership and the Period of Declarant's Control or Class B Control Period shall terminate, and Class B voting membership shall convert to Class A voting membership upon the happening of the earlier of the following (which is hereinafter referred to as the "Event" or "Events"): (1) After all of the Lots have been sold or (2) when, in its sole discretion, Declarant so determines and records a written "Notice of Termination of Class B Control Period", whichever first occurs. From and after the happening of these Events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot owned.

31. Amendment of this Declaration.

(a) General. Except as provided elsewhere in this Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any

amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the legal representative of the Owners. In such instrument the legal representative shall certify that the vote required by this section for amendment has occurred.

(b) Initial Declarant Right to Amend. The Declarant may unilaterally amend or terminate this Declaration so long as it owns any of the Property.

(c) Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant if such Amendment is (1) necessary to correct typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Lot unless any such Owner shall consent thereto in writing.

(d) Declarant's Right to Amend Unilaterally Prior to Termination of Declarant's Right to Control. Prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

(e) To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot, or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of a written Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Lots and all persons having an interest therein. It is the desire of Declarant to retain control of the Project and its activities during the anticipated period of planning and development. If

any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Declarant, Declarant shall have the unilateral right to amend this Declaration to restore such control.

(f) Declarant's Rights. No provision of this Declaration reserving or granting to Declarant the Developmental Rights shall be amended without the prior express written consent of Declarant, which consent may be withheld, conditioned or delayed for any reason or for no reason at Declarant's sole and exclusive discretion.

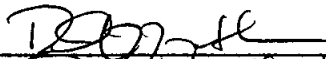
32. Registered Agent. The initial Registered Agent is Christopher P. Gamvroulas and the initial office of the Registered Agent is 970 East Woodoak Lane, Salt Lake City, Utah 84117.

33. Duration. The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years..

34. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 6 day of August, 2010.


DECLARANT:
IVORY HOMES, LTD..

By: 
Name: Richard A. Affat
Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6 day August, 2010 by Richard Liffert, as Authorized Agent of IVORY HOMES, LTD., a Utah limited partnership, and said Authorized Agent duly acknowledged to me that said IVORY HOMES, LTD. executed the same.



NOTARY PUBLIC
Residing at: SLC, UT
My Commission Expires: 01-30-2012

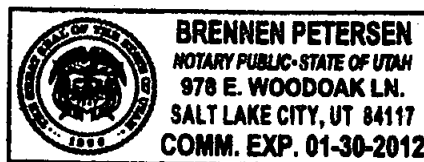


EXHIBIT "A"
LEGAL DESCRIPTION

The Property referred to in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

All of CLIFFORD PARK ESTATES PHASE 1, CLIFFORD PARK ESTATES PHASE 2 and CLIFFORD PARK ESTATES PHASE 3, according to the official plat thereof as recorded in the office of the Davis County Recorder, State of Utah.

12-703-0101	12-704-0201	12-705-0301
12-703-0102	12-704-0202	12-705-0302
12-703-0103	12-704-0203	12-705-0303
12-703-0104	12-704-0204	12-705-0304
12-703-0105	12-704-0205	12-705-0305
12-703-0106	12-704-0206	12-705-0306
12-703-0107	12-704-0207	12-705-0307
12-703-0108	12-704-0208	12-705-0308
12-703-0109	12-704-0209	12-705-0309
12-703-0110	12-704-0210	12-705-0310
12-703-0111	12-704-0211	12-705-0311
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12-703-0113	12-704-0213	12-705-0313
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12-703-0122	12-704-0222	
12-703-0123	12-704-0223	
	12-704-0224	
	12-704-0225	
	12-704-0226	
	12-704-0227	
	12-704-0228	
	12-704-0229	
	12-704-0230	
	12-704-0231	

EXHIBIT "B"

**BYLAWS OF
THE BRIDGES ON THE VINE HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

Section 1 .01 Name and Location. The name of the association is Bridges on the Vine Homeowners Association (the "Association"). The principal office of the corporation shall be located at 978 East Woodoak Lane, Salt Lake City, UT 84117, but meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION**

Section 3.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Association may be called at any time by the President, by a majority of the Members of the Board of Directors, or by a petition signed by ¼ of the Lots.

Section 3.03 Notice of Meetings. Written notice of a meeting of the Association, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. Owners present in person or by proxy at a meeting of the Association shall constitute a quorum for all purposes.

Section 3.05 Proxies. At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall be valid only for the meeting for which it is provided.

**ARTICLE IV
BOARD OF DIRECTORS AND TERM OF OFFICE**

Section 4.01 Number. The affairs of the Association shall be managed by a Board of Directors comprised of three (3) natural persons. Each Member must be duly qualified and appointed or elected. The initial Members of the Board of Directors are Christopher P. Gamvroulas, Bardley T. Mackay and Eric Freebairn.

Section 4.02 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete his term of office.

Section 4.03 Term of Office. Each Member on the Board of Directors shall serve a term of two (2) years; provided, however, at the initial meeting of the Association after the termination of the Period of Declarant's Control, two of the Directors shall be elected for two (2) year terms and one (1) for a one (1) year term. Thereafter all Directors shall be elected for a two (2) year term.

Section 4.04 Compensation. No Member shall receive compensation for any service he may render to the Association as a Director, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

Section 4.05 Annual Meeting. The Board of Directors shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Members of the Board of Directors.

Section 4.07 Notice of Meetings. Written notice of a meeting of the Board of Directors, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice may be hand-delivered or sent by mail, e-mail, fax or other electronic medium or telecommunication.

Section 4.08 Voting. Each Member shall have one vote.

Section 4.09 Proxies. A Director may give a written proxy to another member of the Board of Directors if he or she is unable to attend a meeting.

Section 4.10 Managing Member. During the Period of Declarant's Control, the Board of Directors shall have a Managing Member. The initial Managing Member shall be Christopher P. Gamvroulas. The Managing Member is hereby appointed the agent of the Board of Directors and is granted the right, power and authority to act unilaterally on its behalf, anything to the contrary notwithstanding. This office and agency shall expire automatically upon the termination of the Period of Declarant's Control.

ARTICLE V MEETINGS AND ACTION WITHOUT A MEETING

Section 5.01 Action Taken Without a Meeting. Any action that may be taken at any meeting of Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every Owner in accordance with Utah Code Ann., Section 16-6a-707 (2002) as it may be amended from time to time (or a written ballot is delivered to every member of the Board of Directors. The ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. The number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The parties must be provided a fair and reasonable amount of time before the day on the Association or Board of Directors must receive ballots. An amount of time shall be considered fair and reasonable if the Owners (or members) are given at least 15 days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; Owners (or members) are given at least 30 days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail' or considering all of the circumstances, the amount of time is otherwise reasonable. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 5.02 Action by Written Ballot. Any action that may be taken at any meeting of the Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter in accordance with Utah Code Ann., Section 16-6a-709 (2002) as it may be amended from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 5.03 Meetings by Telecommunications. Persons participate in a meeting of the Owners or Board of Directors by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a

transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.03 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing, the Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V, including

Section 6.03.1 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such Assessments in accordance with the Declaration.

Section 6.03.2 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

- a. Maintain and repair in an attractive, safe and functional condition the Common Areas and Facilities;
- b. Pay all taxes and Assessments levied upon the Common Areas and Facilities and all taxes and Assessments payable by the Association;
- c. Obtain any water, sewer, gas and electric services needed for the Common Areas and Facilities; and
- d. Do each and every other thing reasonable and necessary to operate the Common Areas and Facilities and the Association.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.01 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Members of the Board of Directors.

Section 7.02 Election of Officers. The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

Section 7.03 Term. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 7.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.07 President. The president shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out; (c) sign all contracts; and (d) serve as the Delegate to the Master Association if required.

Section 7.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Association, (d) keep appropriate current record showing the Members of the Association together with their addresses; (e) serve as the Delegate to the Master Association if the President is unable to do so; and (f) perform such other duties as may be required by the Board of Directors.

ARTICLE VIII COMMITTEES

Section 8.01 Committees. The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

Section 9.01 Books and Records. The books and records shall be kept with detailed accounts of

the receipts and expenditures affecting the Tract, and the administration of the Tract, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 9.02 Signatures. The Board of Directors shall determine who is required to sign checks, drafts, contracts, and legally binding agreements.

Section 9.03 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be A Director or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered by the bookkeeper or accountant to each Director. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

Section 9.04 Audit. Either a (a) majority vote of the Members of the Board of Directors or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Association.

ARTICLE X AMENDMENTS

Section 10.01 Amendment to Bylaws. These Bylaws may only be amended (a) unilaterally by the Declarant until the expiration of the Period of Declarant's Control or (b) the affirmative vote of a majority of the members of the Board of Directors, or (c) a majority of the Owners. In the event of a conflict between the decision of the Owners and the Board, the former shall in all respects govern and control.

Section 10.02 Conflict. In the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the former shall in all respects govern and control.

Section 10.03 Corporate Status. If the corporate status of the Association is suspended or dissolved for any reason, the Board of Directors may unilaterally reinstate or recreate the corporate status.

ARTICLE XI
FISCAL YEAR

Section 11.01 Miscellaneous. Unless otherwise determined by the Board of Directors, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 6 day of August, 2010.

DECLARANT:
IVORY HOMES, LTD..

By: [Signature]
Name: Richard Liffert
Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6 day August, 2010 by Richard Liffert, as Authorized Agent of IVORY HOMES, LTD., a Utah limited partnership, and said Authorized Agent duly acknowledged to me that said IVORY HOMES, LTD. executed the same.

[Signature]
NOTARY PUBLIC

