



W2640126

When recorded mail to:

North Fork Meadows Cluster Subdivision
Homeowners Association, Inc.
1681 Darling St.
Ogden, UT 84403

E# 2640126 PG 1 OF 33
ERNEST D ROWLEY, WEBER COUNTY RECORDER
11-JUN-13 327 PM FEE \$88.00 DEP SGC
REC FOR: VAN COTT BAGLEY CORNWALL

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTH FORK MEADOWS CLUSTER SUBDIVISION**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for North Fork Meadows Cluster Subdivision (the "Parcel") dated the 10th day of April, 2007, was recorded on April 19, 2007, as Entry No. 2257514 (the "Original Declaration"); and

WHEREAS, it is necessary and desirable that the Original Declaration be superseded, amended and restated in its entirety as provided for herein; and

WHEREAS, the undersigned represent the sole owners of the real property herein referred to,

NOW, THEREFORE, in consideration of the premises and the agreements and consents herein contained, IT IS HEREBY AGREED that the Original Declaration shall be, and the same is, hereby amended and restated in its entirety as follows:

R E C I T A L S:

A. The undersigned are the owners of a certain tract of land, as their interests appear, located in Weber County, State of Utah, which property is more particularly described as follows:

Lots 1 through 12, inclusive, Agricultural Preservation Parcel AP-1, Public Access Open Space A and Public Access Open Space B, North Fork Meadows Cluster Subdivision, according to the official plat thereof on file and of record in the Weber County Recorder's Office. Land Tax Serial Nos. 22-272-0001, 22-272-0002, 22-272-0003, 22-272-0004, 22-272-0005, 22-272-0006, 22-272-0007, 22-272-0008, 22-272-0009, 22-272-0010, 22-272-0011, 22-272-0012, 22-272-0014, 22-272-0015, and 22-272-0016 (the "Parcel").

Containing 29.7 +/- acres. *✓ M*

B. Declarant has improved or intends to improve the Parcel by construction thereon certain improvements (the "Project") and to establish thereon a subdivision to be managed, operated and maintained by an incorporated Association of Owners for the benefit of the Project.

C. Declarant intends by this document to impose upon the Parcel constituting the Project mutually beneficial restrictions under a general plan of improvement for the benefit of the Project and the Owners thereof.

D. Declarant hereby declares that the real property constituting the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Parcel, and the Project, and every part thereof, in accordance with the plan for the improvement, sale, and operation of the property. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Parcel or the Project.

ARTICLE I Definitions

Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.1 *"Agricultural Easement"* shall mean that certain easement recorded in the office of the Weber County Recorder, recorded as Entry No. 2250718, creating an agricultural easement to a portion of the Parcel as described in said Agricultural Easement and identified on the Plat. *"Agricultural Easement Parcel"* shall mean the parcel subject to the Agricultural Easement.

1.2 *"Association"* shall mean the North Fork Meadows Cluster Subdivision Homeowners Association, Inc., a Utah non-profit corporation, organized to be the Association referred to herein.

1.3 *"Board of Directors"* or *"Board"* shall mean the Board of Directors of the Association.

1.4 *"Bylaws"* shall mean the Bylaws of the Association as amended from time to time.

1.5 *"Common Areas"* shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners including Common Water Facilities. Except for walking paths and trails approved by the Association, the Common Areas shall be kept in a natural state, subject to applicable laws and ordinances.

1.6 “*Common Water Facilities*” shall mean any portion of the Project designated for the use of water facilities, together with the well, pump, water lines, pump house and all related infrastructure relating to any common water systems constructed or to be constructed in or about the Project.

1.7 “*Common Assessments*” or “*Assessments*” shall mean the assessments to fund the Common Expenses and include Regular Assessments, Special Assessments, and any other assessments levied by the Association.

1.8 “*Common Expense Fund*” shall mean the fund created, or to be created, pursuant to the provisions of Article IX of this Declaration and into which all funds of the Association shall be deposited.

1.9 “*Common Expenses*” shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and all other expenses denominated as Common Expenses by this Declaration.

1.10 “*Declarant*” shall mean J&M Real Properties, LLC, a Utah limited liability company, as successor to the original Declarant, or its successors in interest.

1.11 “*Declaration*” shall mean this Amended and Restated Declaration of Covenants Conditions and Restrictions for North Fork Meadows Cluster Subdivision.

1.12 “*Lien*” shall have the meaning assigned to it in this Declaration.

1.13 “*Lot*” shall mean and refer to any one of the numbered plots of land within the boundary of the Parcel as such are shown upon and designated on the Plat for private ownership and occupied by a single family.

1.14 “*Lot Number*” shall mean and refer to the number which designates a Lot on the Plat.

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

1.16 “*Member*” shall mean a member of the Association.

1.17 “*Mortgage*” shall mean any first mortgage, first deed of trust, or other security instrument which constitutes a first lien by which a Lot or any part thereof is encumbered.

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

1.19 "Original Declaration" shall mean the Declaration recorded April 19, 2007, as Entry No. 2257514.

1.20 "Owner" shall mean any person or entity or combination thereof, including the Declarant, at any time owning a Lot within the Project as shown on the Records of Weber County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.

1.21 "Parcel" shall mean the real property as more particularly described in the Recitals above, which is the subject of this Declaration and the Plat.

1.22 "Plat" shall mean that certain subdivision plat entitled "NORTH FORK MEADOWS CLUSTER SUBDIVISION", which has been recorded in the official records of the County Recorder, Weber County, State of Utah, as Entry No. 2250717. Said Plat identifies and describes all easements which exist on the Property.

1.23 "Project" shall mean all areas within the Parcel including all Lots, all Common Areas, all easements, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon. The Project is not a cooperative.

1.24 "Regular Assessment" shall have the meaning assigned to it in this Declaration.

1.25 "Residential Unit" shall mean each individual single family residence, including garages, patios or other such similar facilities which are constructed or shall be constructed upon each respective Lot within the Project.

1.26 "Rules and Regulations" shall have the meaning assigned to it in this Declaration.

1.27 "Special Assessment" or "Special Common Assessment" shall have the meaning assigned to it in this Declaration.

ARTICLE II Submission and Division of Project

2.1 *Submission.* The Declarant hereby submits the Parcel, the Lots, the Common Area, the Residential Units, and all other improvements now or hereafter made in or upon the Parcel to the provisions of this Declaration and the Plat. Each and every portion of the Project is and shall hereafter be held, conveyed, devised, mortgaged, encumbered, leased, rented, occupied, improved, and otherwise used as a cluster subdivision to be known as North Fork Meadows Cluster Subdivision. All of the Project is, and shall be, subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement for the Parcel. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, Declarant's successors and assigns, and any

person acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, their lessees, heirs, executors, administrators, devisees, successors, and assigns. This submission is made subject to all patent reservations and exclusions, all easements and rights-of-way of sight or record, an easement for each and every pipe, line, cable, wire, utility line or similar facility which presently does or in the future may traverse or partially occupy the Parcel and all easements necessary for ingress to, egress from, maintenance of and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

2.2 *Division into Lots and Common Area.* The Project is hereby divided into twelve (12) Lots, each consisting of a fee simple interest in a portion of the real property comprising the Parcel as said portion is defined in the Plat. All portions of the Project not designated as Lots or otherwise dedicated to the County shall constitute the Common Area which shall, excepting those portions of the Parcel owned by Declarant or Declarant's successors in interest, be owned by the Association for the benefit of all Owners in accordance with the provisions of this Declaration or for the benefit of the general public in accordance with the provisions of this Declaration and the Plat.

2.3 *Expansion of Project.* The Project is not expandable and cannot, at any time by any party, be expanded to include any additional lots or phases.

ARTICLE III Nature and Incidents of Ownership

3.1 *Separate Ownership.* Each Lot, together with the Residential Units and any other improvements constructed thereon, is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, occupied, improved, and otherwise used in accordance with the provisions of this Declaration.

3.2 *Use and Occupancy.* Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Area and the exclusive right to use and enjoy said Owner's Lot.

3.3 *Exterior of Residential Units.* Each Owner shall keep the exterior of his or her Residential Unit, including, without limitation, exterior walls, roofs, gutters, drain spouts, all exterior building surfaces, and any and all other exterior improvements to the Lot in a sanitary condition and in a state of good repair. All such maintenance and repair shall be for the purpose of maintaining said Residential Unit in a manner consistent with existing design, materials, colors, and other such items them in use on other Residential Units within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 3.6 hereof. In the event that any such Residential Unit should develop an unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Residential Unit shall fail to correct such condition promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition.

3.4 *Maintenance of Lots.* The Owner of each Lot shall be responsible to maintain said Lot including, without limitation, all trees, shrubs, grounds and lawns, in a sanitary condition and in a state of good repair, free from all accumulations of refuse, rubbish, or abandoned or distressed articles of any kind. Further, until such time as the Lot is developed, the Owner of each such Lot shall be responsible to ensure that the Lot is maintained in such a manner as to minimize fire danger and to be in harmony with the overall esthetic of the development as the Board or the architectural control committee shall determine in its sole discretion. In the event that any Lot be considered unsafe, unsanitary or fall into a state of overgrowth, and in the event that the Owner of such Lot shall fail to correct such condition promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition.

3.5 *Common Area Maintenance.* The Association shall be responsible to keep the Common Areas in a state of good repair and maintenance, free from all damage and accumulations of snow, refuse, rubbish, and other inappropriate materials of any kind. Notwithstanding the foregoing, the Association may, from time to time, delegate this responsibility to each respective Owner by written notice, so long as such delegation shall be made to all Owners at the same time.

3.6 *Architectural Control.* No building, fence, wall, or other structure on any Lot shall be commenced, erected, or maintained, nor shall any exterior addition to or change (including painting) or alteration therein shall be made until the Plans and Specifications showing the nature, kind, shape, height, colors, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Board or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said Plans and Specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. No fence or fences of any nature whatsoever shall be constructed, placed upon or maintained on any Lot or any portion thereof without the express prior written approval of the Board or the architectural control committee in accordance with the provisions of this Section 3.6. Under no circumstances shall a fence or fences be constructed, placed upon or maintained on any Lot or any portion thereof that incorporates any material other than natural wood. Notwithstanding anything herein to the contrary, pads for licensed recreational vehicles shall be allowed to the extent that said pads are consistent with governmental ordinances and regulations. Subsequent references to the Architectural Control Committee in this Declaration shall refer to the Board or to the architectural control committee appointed by the Board.

3.7 *No Subdivision.* No Owner shall cause a Lot or Residential Unit to be divided in any manner so as to permit the permanent occupancy and ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot or Residential Unit shall be void and of no effect unless a transfer shall be approved in writing in accordance with the provisions of Section 3.6.

ARTICLE IV
Title to Lots and Common Area

4.1 *Title to Lots.* Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.

4.2 *Separate Ownership.* Each Lot, together with the Residential Units and any other improvements constructed thereon, is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, occupied, improved, or otherwise used in accordance with the provisions of this Declaration.

4.3 *Title to Common Area.* Title to the Common Area within the Project shall be held in the name of the Association and is subject to the rights of any Owner to the non-exclusive use of the Common Area in any manner that does not hinder or encroach upon the rights of others and is not contrary to the provisions of this Declaration, the Plat and to any Rules and Regulations promulgated by the Association for the use thereof.

4.4 *Inseparability.* Every devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition of the entire Lot, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

4.5 *No Partition.* The Common Area shall be owned by the Association, and no Owner may bring any action for partition thereof.

4.6 *Separate Mortgages by Owners.* Each Owner shall have the right separately to mortgage or otherwise encumber his or her Lot. No Owner shall attempt to, or shall have the right to, mortgage or otherwise encumber the Common Areas or any part thereof. Any mortgage or any encumbrance of any Lot within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure through private power of sale, judicial foreclosure, or otherwise.

4.7 *Separate Taxation.* Each Lot in the Project shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. For the purposes of assessment, the valuation of the Common Area shall be assessed separately from the Lots. No forfeiture or sale of any Lot or any Residential Unit constructed thereon for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect title to any other Lot.

4.8 *Mechanic's Liens.* No labor performed or material furnished for use in connection with any Lot or Residential Unit constructed thereon with the consent, or at the request of, an Owner or his or her agent or subcontractor shall create any right to file a statement of mechanic's lien against a Lot of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Area unless such work shall have been performed upon the express written consent of the Association and the labor performed or material furnished shall have been provided directly for the improvement, repair, or construction of the Common Area.

4.9 *Description of Lot.* Each respective Lot shall be legally described for all purposes by using the applicable Lot number as established and described on the Plat. Every contract for the sale of a Lot and every other instrument affecting title to the Lot within the Project may describe the Lot by its identifying number or symbol as indicated on the Plat. Such description will be construed to describe the Lot and incorporate all the rights incident to ownership of a Lot within the Project and all of the limitations on such ownership as such ownership is described in this Declaration and/or the Articles of Incorporation and Bylaws of the Association, whether or not such rights are expressly set forth within such instruments.

ARTICLE V Easements

5.1 *Right to Ingress, Egress, and Enjoyment.* Each Owner shall have the right to ingress and egress over, upon, and across the Common Area and shall have the right of easement and enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot subject to the terms and conditions of said easements as herein set forth.

5.2 *Delegation of Use.* Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and any recreational facilities located thereon to the members of his or her family and his or her tenants and shall be deemed to have delegated said rights to contract purchasers who reside on said Owner's Lot.

5.3 *Easement for Completion of Project.* Declarant shall have a transferable easement over and on the Common Area for the purpose of completing construction of the Project and improvements therein as shown on the Plat and for the purpose of doing all things reasonably necessary or appropriate in connection therewith. To the extent that damage is inflicted on any part of the Project by any person utilizing such easement, Declarant and the person causing the damage shall be liable to the Association for the prompt repair of such damage.

5.4 *Easement for Temporary Use by Declarant.* Declarant, for itself, its successors and assigns, and its and their agents, employees, contractors, subcontractors, and other authorized personnel, reserves for a period of five (5) years following the date of recordation of this Declaration an exclusive easement in gross in, over, and through the Common Area for the purposes of (i) marketing and selling the Lots; (ii) displaying signs; and (iii) showing the Lots. The use of such easement shall not interfere with or diminish the rights of Owners to use and

occupy each respective Owner's Lot or interfere with the use and occupancy of the Common Area.

5.5 *Easements Deemed Created.* All conveyances of a Lot within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided for herein even though no specific reference to such easements appears in any such conveyance.

5.6 *Easement for Maintenance of Lots.* During reasonable hours, any member of the Architectural Control Committee or any Member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect the exterior of any residential unit or Lot.

ARTICLE VI Restrictions on Use and Construction Covenants

6.1 *Residential Uses.* All Lots are intended to be used for single family residential housing and are restricted to such use. No Residential Unit shall be used for business or commercial activities; provided, however, that nothing herein shall be deemed to prevent (i) Declarant, the Association, or its duly-authorized agents from using any Units owned by the Declarant or the Association as sales models; or (ii) any Owner or his or her duly-authorized agent from renting or leasing his or her Residential Unit from time to time.

6.2 *Construction Requirements.* Construction must commence within twenty-four (24) months of the date Owner closes on his or her Lot. Construction of Residential Units and approved structures must be performed by a licensed contractor approved by the Architectural Control Committee or Board. Construction plans must be approved by the appropriate department within Weber County, Utah, or any other pertinent governmental entity before receiving final approval from the Board or the Architectural Control Committee pursuant to Section 3.6 herein. Notwithstanding anything herein to the contrary, if an Owner owns two or more adjacent Lots, the Owner must commence construction within twenty-four (24) months of the date Owner closes on Owner's first Lot. Construction must commence on the remaining Lot or Lots within forty-eight (48) months of the date Owner closes on Owner's first Lot. Within one (1) year following the issuance of a Certificate of Occupancy, the Owner must landscape and maintain all of Owner's Lots pursuant to the requirements of the Architectural Control Committee, including planting and irrigating the parking strips, if any, adjacent to the Lots.

6.3 *Building Requirements.* All Residential Units are to be detached single-family homes not to exceed two (2) stories. Manufactured homes, as defined by Utah Code Ann. § 58-56-3 are not permitted, whether or not affixed to a permanent foundation.

6.4 *Roofs and Height.* No flat roofs, A-frame, geodesic dome or other irregular roof forms will be permitted. Roof surfaces shall have a minimum slope of a ratio of 4:12 pitch. No Roof-top heating/cooling units are allowed. No Residential Units or other improvements shall

exceed a height of thirty-five (35) feet measured from any elevation of the Residential Unit or other improvements.

6.5 *Landscaping.* Landscaping plans are subject to review and approval by the Architectural Control Committee pursuant to Section 3.6. Landscaping must be completed in the front and side yard of a Lot within one (1) year of Owner's receipt of an occupancy permit.

6.6 *Set-back Requirements.* All construction must comply with the minimum relevant set-back requirements established by Weber County.

6.7 *External Improvements.* No fences, dog-runs, walls, decks or gazebos shall be allowed without the prior approval of the Architectural Control Committee pursuant to Section 3.6.

6.8 *Nuisances.* No clothes lines, automobiles, boats, or trailers shall be stored on any Lot or Common Area excepting, however, there shall be no restriction on pads for licensed recreational vehicles that are maintained in a safe, sanitary and esthetically pleasing manner. No unlicensed vehicle is to be parked within the Project, including on any Lot or Common Area. No rubbish or debris of any kind shall be placed or permitted by an Owner upon any Lot or Common Area so as to render such Lot or Common Area, or a portion thereof, unsanitary, unsightly, offensive or detrimental to other Owners. No Owner shall use a Residential Unit, Lot, or any part of the Project in such manner so as to obstruct or interfere with the enjoyment of other Owners.

6.9 *Trash Containers.* All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board.

6.10 *Temporary Structures.* No structures of a temporary character, including but not limited to shacks, barns, tents or out-buildings are permitted upon any Lot, Common Area, nor shall such structures be used upon any Lot or portion thereof at any time as a permanent residence.

6.11 *Minimum Square Foot Requirements and Garages.* Each one-story Residential Unit shall have a minimum of one thousand seven hundred (1,700) square feet, exclusive of basement, open porches and garages, and each two-story Residential Unit shall have a minimum of three thousand four hundred (3,400) square feet, in which the main floor shall not consist of less than two thousand two hundred (2,200) square feet exclusive of basements, open porches and garages. Garages shall be enclosed with at least three (3) bays for three (3) cars and, where possible, situated so as to utilize a side-facing entrance unless otherwise approved by the Board or by the Architectural Control Committee appointed by the Board.

6.12 *External Materials.* All external materials must be approved by the Architectural Control Committee pursuant to Section 3.6. Notwithstanding anything herein to the contrary, the exterior of all Residential Units must be constructed in such a manner as to be harmonious with the Subdivision and with the overall character and nature of comparable properties located in a mountain setting. Aluminum and/or vinyl exterior siding is not permitted. At a minimum, the

exterior of all Residential Units shall consist of not less than forty percent (40%) brick or stone on the front of the Residential Unit and thirty percent (30%) brick or stone on the sides of each Residential Unit. Care should be given that each Residential Unit complements those Residential Units in its proximity and no Residential Unit shall detract in design, quality or appearance.

6.13 *Storage Sheds.* Storage sheds are permitted if approved by the Architectural Control Committee pursuant to Section 3.6. Approved storage units can be located not less than five (5) feet from the boundary of a Lot, as long as such storage shed is not encroaching upon any easements and is in compliance with local ordinances.

6.14 *No Noxious or Offensive Activity.* No noxious, offensive, or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property. No automobile or other vehicle shall be parked (1) on a street within the Project or (2) at any other location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts.

6.15 *Restrictions on Animals.* No animals other than a reasonable number consistent with County ordinances and regulations shall be kept or allowed in any part of the Project. Whenever a pet is allowed to leave the Lot of its Owner, it shall be on a leash or some other appropriate restraint. Each Owner shall be responsible to keep any and all such household pets confined to said Owner's Lot. The Association shall have the right to prohibit any animal which in the sole discretion of the Board constitutes a nuisance to any Owner or is considered to be detrimental to the Project.

6.16 *Prohibition of Damage and Certain Activities.* Except with the prior written consent of the Association, nothing shall be done or kept in any Residential Unit or upon any Lot which would result in cancellation of any insurance on the Project or any part thereof, nor shall anything be done or kept in any Residential Unit which would increase the rate of insurance on the Project or any part thereof over that which, but for such activity, would be paid. Nothing shall be done or kept in any Residential Unit, upon any Lot, or upon the Common Area, or upon any part of the Project which would be in violation of any statute, ordinance, regulation, rule, permit, or other validly-imposed requirement of any governmental authority. No damage to, or waste of, the Common Area or Common Facilities or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each such Owner shall indemnify and hold harmless the Association and the other Owners against all loss resulting from any such damage or waste caused by such Owner, his or her family guests, tenants, licensees, or invitees.

6.17 *Signs.* No signs, flags or advertising devices of any nature, including, without limitation, political, informational or directional signs or devices, shall be erected or maintained on any part of the Project, except as may be necessary temporarily to caution or warn of danger, or except for a "for sale" sign or a construction sign not larger than a total area of five (5) square feet, or except as may be used by each Declarant as part of its sales program, or as approved by the Board.

6.18 *Antennas.* No Owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the consent of the Board. No Citizens Band or other transmission shall be permitted on the Property.

6.19 *Subdivision.* Except as otherwise provided in the Declaration, no Residential Unit, or portions thereof, may be further divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership (as opposed to tenancy in common, or other form of joint undivided ownership).

6.20 *Easements and Alterations.* Subject to any provision of this Declaration to the contrary, no Owner may impair any easement or hereditaments appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Area.

6.21 *Obstructions.* There shall be no obstruction of the Common Area by any Owner. Owners shall neither store nor leave any of their property in the Common Area except with the prior consent of the Board.

6.22 *Unauthorized Activity.* Nothing shall be done or kept in any Residential Unit or in the Common Area or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Residential Unit which would increase the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board. Nothing shall be done or kept in any Residential Unit or on any Lot or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or guest, invitee or lessee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or her or his or her guests, invitees or lessees.

6.23 *Construction Exemption.* During the construction of any permitted structures or improvements, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that, during the course of such construction, nothing shall be done which will result in a violation of said provisions, covenants, conditions, or restrictions upon completion of the construction.

6.24 *Machinery and Equipment.* No machinery or equipment of any kind shall be placed, used, operated or maintained on any Lot or Common Area, except such equipment as is usual and customary in connection with the use, maintenance or construction of a Residential Unit or appurtenant structures.

6.25 *Rules and Regulations.* Each Owner and any person or persons occupying a Lot or using any facility within the Project shall comply with each and every provision of the Rules

and Regulations governing use of the Project as such Rules and Regulations may from time to time be adopted, amended, or revised by the Association pursuant to Section 8.4 herein.

6.26 *No Warranty.* While Declarant has no reason to believe that any of the restrictive covenants contained in this Article VI or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, and the Owner shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless therefrom.

6.27 *Right of Entry.* During reasonable hours, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any Residential Unit, or Lot, and the improvements thereon, to ascertain whether or not the provisions of the restrictions contained in Article VI and other Rules and Regulations as may be adopted from time to time by the Board or the Association have been or are being complied with.

ARTICLE VII The Association

7.1 *The Association.* The administration of this Project shall be through the North Fork Meadows Owners Association, Inc., a Utah non-profit corporation, which has been organized and will be operated to perform the functions and provide the services contemplated in this Declaration. Said Association shall operate in accordance with the laws of the State of Utah, and with the Articles of Incorporation of the Association and the Bylaws of the Association which have been adopted in accordance therewith. A true copy of the duly-adopted Bylaws of the Association shall be available for inspection and copying by any Owner during regular business hours at the offices of the Association.

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

7.3 *Board of Directors.* The Association shall be governed by a Board of Directors as the same shall be established and defined in the Bylaws of the Association. The Board of

Directors shall initially consist of persons appointed by the Declarant. At the time of the first annual meeting of the Members, the Members (including Declarant) shall elect, in accordance with the Bylaws, a Board of Directors replacing the initial Board of Directors.

7.4 *Votes.* Subject to Section 7.5, each Owner shall be entitled to one (1) vote for each Lot owned. If a membership is jointly held, all or any holders of the joint membership may attend any and all meetings of the Members of the Association, but such holders of the joint membership must act unanimously to cast the one (1) vote relating to their joint membership.

7.5 *Classes of Membership.* The Association shall have two (2) classes of voting membership, as follows:

(a) *Class A.* Initially, all Owners except the Declarant shall be Class A Members. Class A Member shall be entitled to one (1) vote for each Lot owned. The Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B Membership as provided below.

(b) *Class B.* The Class B Member shall be the Declarant who shall be entitled to five (5) votes for each Lot owned by the Declarant.

(c) *Termination of Class B Membership.* The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(ii) Eight (8) years after date of the recording of the Original Declaration.

7.6 *Amplification.* The provisions of this Article VII may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

7.7 *Power of Attorney and Amendments.* Each Owner makes, constitutes, and appoints the Association the true and lawful attorney in said Owner's name, place, and stead to make, execute, sign, acknowledge, and file with respect to the Project such amendments to this Declaration and the Plat as may be required by law or by vote taken pursuant to the provisions of this Declaration.

ARTICLE VIII
Certain Rights and Obligations of the Association

8.1. *The Common Area.* The Association, subject to the rights and duties of the Owners, shall be responsible for the exclusive management, control, operation, and maintenance of the Common Area, including all improvements thereon (including the Common Facilities), and shall keep the same in good, clean, attractive, safe, and sanitary order and repair. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

8.2. *Miscellaneous Goods and Services.* The Association may obtain and pay for out of the Common Expense Fund the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may also obtain or pay for out of the Common Expense fund legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Area and insurance, bonds, and other goods and services common to the Lots and necessary to implement the intent of this Declaration.

8.3. *Property Acquisition.* The Association may acquire (by purchase, lease, or otherwise), hold and dispose of real, personal, and mixed property of all types for the use and benefit of all Owners. The costs of acquiring all such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition of such property shall be part of the Common Expense Fund.

8.4. *Rules and Regulations.* The Association may make reasonable Rules and Regulations governing the use of the Common Area provided, however, that such Rules and Regulations shall be consistent with the rights and obligations established by this Declaration. The Association shall send by first class U.S. mail, postage prepaid, to each Owner, at the address set forth in the Register of Owners established in the Bylaws, a copy of all such Rules and Regulations, all amendments thereto and any rescissions thereof. Such Rules and Regulations shall take effect fifteen (15) days after adoption by the Association. The Association or any aggrieved Owner may initiate and prosecute appropriate legal proceedings against an offending Owner to enforce compliance with such Rules and Regulations or to recover damages caused by non-compliance therewith as may be permitted by law. In the event the Association shall initiate any such legal proceedings, the Association shall be entitled to recover from the offending Owner costs and expenses incurred by the Association in connection with such proceedings, including court costs and reasonable attorney's fees both before and after judgment.

8.5. *Creation of Easements.* The Association may, without vote or consent of the Owners or of any person, grant or create, on such terms as it deems advisable, reasonable utility

and similar easements over, under, across, or through the Common Area which may be determined by the Association to be reasonably necessary.

8.6 *Implied Rights.* The Association may exercise any right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably implied from the existence of any right, privilege, or duty given to it herein or reasonably necessary to effectuate any such right, privilege, or duty.

8.7 *Manager.* The Association may, by written contract, delegate in whole or in part to professional managers such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any manager retained by the Association shall be paid for with funds from the Common Expense Fund. The written contract by which the manager shall be engaged shall:

(a) Authorize and obligate the manager to perform such duties and obligations as the Association intends for the manager to perform;

(b) Provide for the compensation to be paid to the manager;

(c) Provide for a term of not more than three (3) years, except that such provision shall not be construed to prohibit the execution of a new agreement with the same manager upon the completion of such term;

(d) Be subject to termination by the Association as follows:

(i) At any time, for cause, upon the vote of two-thirds (2/3) of all members of the Board of Directors;

(ii) At any time, with or without cause, if requested by affirmative vote of at least fifty-one percent (51%) of the total votes of the Association;

(e) Provide that the manager may resign only after giving the Association written notice of its intended resignation at least ninety (90) days prior to the effective date thereof; and

8.8 *Powers of the Association.* Notwithstanding the powers of the Association as set forth in this Article VIII, neither the Association nor the Manager as donee of the Association's powers and duties shall enter into a contract with a third person or entity whereby such person or entity shall furnish goods or services for the Project for a term longer than one (1) year unless authorized by at least fifty-one percent (51%) of the Owners, except for:

(a) the management agreement;

(b) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Service Commission; provided,

however, that the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(c) prepaid casualty and/or liability insurance policies not to exceed three (3) years duration, provided that the policy permits short rate cancellation by the insured; or

(d) a lease of Common Facilities or other equipment determined to be reasonably necessary for effective operation of the Project.

8.9 *Financial Statements.* The Association shall cause financial statements for the Association to be prepared at least annually, or at more frequent intervals if required by a vote of the Owners, and cause copies thereof to be made available to all Owners. Such statements shall be prepared in accordance with normally-accepted accounting procedures and presented in such a manner as to fairly and accurately reflect the financial condition of the Association. The financial books of the Association shall be available for inspection by any Owner or his or her duly-authorized representative at any time during the normal business hours of the Association at such place as the books shall be normally maintained.

ARTICLE IX Assessments

9.1 *Assessments.* The Association shall have the right to charge to, and collect from, each Owner of a Lot within the Project said Owner's *pro rata* share of all sums which are expended on behalf of all Owners and all sums which are required by the Association to perform or exercise the functions, duties, rights, and powers of the Association under this Declaration, the Articles of Incorporation of the Association, or the Bylaws adopted in accordance with the provisions thereof. All such sums which are charged and collected for such purposes shall be collectively referred to herein as "Assessments." The term "Assessments" shall also include each and every annual Regular Assessment and each and every Special Assessment levied in accordance with the provisions hereof.

9.2 *Agreement to Pay Assessments.* Declarant, for each Lot owned by it and each Owner, for each Lot owned, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration. Such Assessments shall be fixed, established, and collected from time to time as provided in this Article.

9.3 *Commencement of Assessments.* Regular Assessments shall commence against all Lots on the first day of the first calendar month following recordation of a conveyance instrument transferring the first Lot within the Project to an Owner.

9.4 *Regular Assessments.* A Regular Assessment shall consist of each Owner's *pro rata* share of the estimated annual total of: (1) the amount which is reasonably anticipated to be

expended on behalf of all Owners, and (2) the sum of all amounts which are required to perform or exercise the rights, powers, and duties of the Association during each fiscal year. A Regular Assessment shall be computed by the Board and levied annually against each Lot in accordance with the provisions hereof as follows:

(a) *Common Expense.* Each Regular Assessment shall be based upon an advance estimate of the Association's cash requirements to provide for payment of all estimated expenses arising out of, or connected with, maintenance and operation of the Common Area as set forth in Section 8.1 hereof, and for the provision of utility services (to the extent not separately metered or billed), and all other common items to the Project for the fiscal year for which the Regular Assessment is being made. Such estimated expenses may include, among other things, and without limitation, the following: expenses of management; governmental taxes, special assessments, and real property taxes attributable to the Common Area; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance of the Common Area and the Lots; cost of capital improvements to Common Areas; wages for Association employees, including fees for a manager, if any; utility charges for utility services provided to the Common Area; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners or by reason of this Declaration. Such shall constitute the estimated Common Expense, and all funds received from assessments under this Section 9.4 shall be part of the Common Expense Fund;

(b) *Apportionment.* Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among, and assessed to, each Lot on a *pro rata* basis regardless of whether the Lot is unimproved or improved but unoccupied;

(c) *Notice and Payment of Regular Assessment.* Each Regular Assessment shall be made on a January 1 through December 31 fiscal-year basis. On or before December 1 each year, the Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to his or her Lot for the fiscal year commencing on January 1 immediately following such date. Failure of the Association to give timely notice of any Regular Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, nor shall such failure affect the liability of the Owner of any Lot for payment of such Regular Assessment. Each Regular Assessment shall be payable in one of two options as follows:

(i) The full Regular Assessment may be paid in full prior to the 25th day of January of each respective fiscal year; or

(ii) The Regular Assessment may be paid in quarterly installments due on the first day of each calendar quarter commencing January 1, and shall be subject to a late charge of five percent (5%) of the billing for payments received after the 15th day of the first day of each calendar quarter. All unpaid portions of any Regular Assessments being paid in accordance with the second option as set forth in this subparagraph shall bear interest at the rate of one and one-half percent (1.5%) per month from January 1 of each respective year until paid;

(d) *Inadequate Funds.* In the event that the Common Expense Fund proves inadequate during any fiscal year for whatever reason, including non-payment of Owner's Assessments, the Association may either borrow funds and/or levy additional Assessments in accordance with the procedure set forth in Section 9.5, except that the vote therein specified shall not be necessary. If the Association elects to levy such an additional assessment, then no such assessment or assessments levied in any fiscal year may, in the aggregate, exceed twenty percent (20%) of the Common Expense Fund for that fiscal year without the affirmative vote of at least fifty-one percent (51%) of the total votes of the Association;

(e) *Increases in Regular Assessments.* The amount of the Regular Assessment shall not exceed twenty percent (20%) of the Regular Assessment amount for the immediately-preceding fiscal year without the affirmative vote of at least fifty-one percent (51%) of the total votes of the Association.

9.5 *Special Assessments.* In addition to the Regular Assessments authorized by this Article, the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of the Association, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner as other assessments. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners, provided that no payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of such Special Assessments shall bear interest at the rate of one and one-half percent (1.5%) per month from the date such portion become due in accordance with the above-mentioned notice until paid. All funds received from assessments under this Section 9.5 shall be part of the Common Expense Fund.

9.6 *Maintenance and Reserves.* The Association shall be responsible to maintain an adequate reserve for the maintenance, repair and replacement of those elements of the Common Area that must be repaired or replaced on a periodic basis, including the inspection, maintenance,

repair and replacement of all storm drains, catch basins, piping, culverts, curbs and gutters, and any and all such improvements. Said reserve funds shall be separately maintained in an interest-bearing account for the benefit of the Association. Not less than every three (3) years, at the annual meeting of Owners or at a special meeting of Owners, the Association shall present a reserve analysis to the Owners and provide an opportunity for Owners to discuss reserves and to vote on how to fund it and in what amount. In conjunction therewith, the Association shall prepare and keep minutes of each meeting held and indicate in the minutes any decision relating to funding a reserve account. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

9.7 *Lien for Assessments.* All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article IX, together with interest and penalties thereon as provided herein, shall be secured by a Lien on such Lot in favor of the Association as more particularly set forth in Section 10.3(b).

9.8 *Personal Obligation of Owner.* The amount of each and every Regular Assessment and Special Assessment against any Lot within the Project shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his or her Lot, or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including court costs and reasonable attorney's fees both before and after judgment.

9.9 *Statement of Account.* Upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00), and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the following: (i) the amount of the unpaid Assessments, if any, with respect to such Lot; (ii) the amount of the current Regular Assessment and Special Assessment, if any, and the date each such Assessment shall become or became due; and (iii) any credit for advance payments or prepaid items, including, without limitation, the Owner's share of prepaid insurance premiums. Such written statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

9.10 *Personal Liability of a Purchaser.* Subject to the provisions of Section 9.8, a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid Assessments against such Lot; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments which were due and payable up to the date of the grant or conveyance.

ARTICLE X
Enforcement of Restrictions and Assessments

10.1 *General.* Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended, modified or adopted from time to time. The Association shall have full power to enforce compliance with the Declaration, the Articles of Incorporation, the Bylaws, and Rules and Regulations in any manner provided for by law or in equity, including, without limitation, non-judicial or judicial foreclosure, the right to bring an action for damages, an action to recover sums due, an action to enjoin a violation, an action to specifically enforce the provisions thereof or to impose a fine pursuant to Section 57-8a-208(3)(a)(ii), *Utah Code Ann.*, in an amount commensurate with the nature of the violation but not to exceed Seven Hundred Fifty Dollars (\$750.00). Said action or actions may be maintainable by the Association, or in a proper case, by an aggrieved Owner. In the event of any action by the Association to recover Assessments or other amounts due hereunder, or to enforce the provisions hereof, the Association shall be entitled to recover from the offending Owner all costs and expenses incurred by the Association in connection with such action, including court costs and reasonable attorney's fees. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, as the same may be lawfully amended or supplemented, with respect to the Association and/or the Lots within the Project, shall be enforceable by the Declarant, by the Association, or by an Owner through a proceeding for prohibitive or mandatory injunction. The rights and remedies herein provided shall be in addition to any and all other rights now or hereafter provided by law for enforcement of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and decisions and resolutions of the Association adopted pursuant thereto.

10.2 *Interest.* Unless otherwise specifically set forth in this Declaration, all sums payable hereunder by an Owner shall bear interest at the rate of eighteen percent (18%) per annum from the due date, or if the amount due has been advanced or incurred by the Association or any other Owner pursuant to authorization contained in this Declaration, interest shall begin to accrue on such amounts ten (10) days after repayment is requested in writing by said Association or Owner.

10.3 *Certain Specific Enforcement Powers.* In amplification of, and not in limitation of, the general powers specified in Section 10.1 above, the Association shall have the following rights and powers:

(a) *Suspension of Privileges.* If any Owner shall be in breach of this Declaration, the Bylaws, or Rules or Regulations, including, but not limited to, the failure of such Owner to pay any Assessment on or before the due date thereof, subject to the limitations hereinafter set forth in this paragraph, the Association may suspend the Owner's right to occupy the Common Area and to use Common Facilities, to receive utility services for which the Owner pays as a common expense, and the right of such Owner to participate in any vote or other determination provided for herein. The decision as to whether such privileges should be suspended shall be made by a majority of the members of the Board

present at a special meeting of the Board duly called and held for such purpose. No suspension under this paragraph shall be effective until written notice has been given to the Owner of the suspension, the reasons therefor, and the actions that must be taken by said Owner to have all suspended privileges reinstated. If such suspension of privileges is based on the failure of an Owner to pay Assessments when due, the suspended privileges of an Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement. If such suspension of privileges is based on any act or omission other than the failure to pay Assessments or any other amounts due hereunder when due, no such suspension shall be made except after a meeting of the Board of Directors of the Association at which a quorum of the Board is present, duly called and held for such purpose. Written notice of such meeting shall be given to the Owner whose privileges are being sought to be suspended for any act or omission other than the failure to pay Assessments at least ten (10) days prior to the holding of such meeting. Such Owner shall be entitled to appear at such meeting and present his or her case or provide a written response to the Board no later than the time scheduled for such meeting as to why privileges should not be suspended;

(b) *Enforcement by Lien.* If any Owner shall fail or shall refuse to make any payment of any Assessments when due, the amount thereof shall constitute an encumbrance on the entire interest of the said Owner's Lot against which the Assessment has been levied. All of the rights and powers associated with such encumbrance on an Owner's Lot shall be collectively referred to herein as a "Lien." To evidence a Lien for sums assessed pursuant to Article IX, the Association shall prepare a written Notice of Lien setting forth the amount of the Assessment or Assessments, the due date thereof, the amount or amounts remaining unpaid, the name of the Owner, a legal description of the Owner's Lot, and a statement that the amount of the Lien shall also include all costs and expenses, including attorney's fees, incurred in preparation, perfection, and enforcement of the Lien. Such Notice of Lien shall be signed and acknowledged by a duly-authorized agent of the Association and shall be recorded in the office of the County Recorder of Weber County, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in the payment of an Assessment. Such Lien may be enforced by sale or foreclosure of the Owner's interest in said Owner's Lot by the Association or its duly-authorized agent. Such sale or foreclosure shall be conducted in accordance with the provisions of Utah law applicable to the exercise of the powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by the laws of the State of Utah. The Lien may be satisfied and released upon payment to the Association, in cash or certified funds, the amount set forth in the Lien, all of the Association's expenses and attorney's fees incurred in the preparation, perfection, and enforcement of the Lien, and any Assessments against the lot which may have become due since the date of said Lien. The Association shall have the right and power to bid in at any foreclosure sale, and to hold, lease, mortgage or convey the subject Lot.

The Declarant hereby conveys and warrants pursuant to *U.C.A. §§ 57-1-20 and 57-8-402* to First American Title Co., with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

10.4 *Priority of Lien.* Upon recordation of the Notice of Lien, the Lien provided for herein shall be a charge or encumbrance upon the Owner's interest in the Lot prior to all other liens and encumbrances, recorded or unrecorded, except only tax and special assessment liens on the Lot in favor of any governmental assessing or taxing district and any encumbrances on the interest of the Owner recorded prior to the date when such Notice of Lien is recorded which, by law, would be a lien prior to subsequently-recorded encumbrances.

ARTICLE XI
Roadways

11.1 *Fire Lanes; Parking Restrictions.* To the extent allowed by law and subject to the dedication of streets to be used as public thoroughfares, all roadways within the Project shall be designated a fire lane. Parking on the Roadways and the aprons leading to garages is not allowed. No repairs to automobiles or trucks or changing oil on any vehicle, trailer or boat may be performed in any driveway.

ARTICLE XII
Insurance

12.1 *Types of Insurance.* The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

(a) *Fire and Casualty Insurance.* The Association may obtain a policy or policies of insurance on the Common Area and Common Facilities in such amounts as shall provide for coverage equal to at least one hundred percent (100%) of the aggregate full insurable value for replacement of the Common Area and Common Facilities and all improvements located thereon in the event of damage or destruction from casualty against which such insurance is obtained. Said insurance shall be in accordance with coverage customarily maintained by other projects similar to the Project in construction, design, use, and location. Such insurance shall include fire and extended coverage, vandalism, and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such deductible provisions as, in the Association's opinion, are consistent with good business practice;

(b) *Public Liability and Property Damage Insurance.* The Association shall obtain a broad form of comprehensive liability insurance coverage to provide adequate protection against liability for personal injury, death, and property damage in amounts not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence with regard to injury or death and not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence with respect to property damage. Coverage shall include, without limitation, liability for operation of vehicles and equipment on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project and the facilities located therein;

(c) *Workmen's Compensation Insurance.* As necessary, the Association shall obtain and maintain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law during any and all time periods that the Association shall have employees, as defined by law or regulation;

(d) *Fidelity Insurance or Bond.* The Association may purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

12.2 *Form of Insurance.* Insurance coverage relating to the Project, insofar as possible, shall be in the following form:

(a) *Casualty Insurance.* Casualty insurance shall be carried in a form or forms naming the Association as the insured. Each policy shall provide a standard, noncontributory mortgagee clause in favor of each Mortgagee which from time to time shall give notice to the Association of its Mortgage. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner, to the Declarant, and to each Mortgagee who has requested such notice in writing. The Association shall furnish or cause to be furnished a certificate of insurance coverage to each Owner and to each Mortgagee requesting the same;

(b) *Public Liability and Property Damage Insurance.* Public liability and property damage insurance shall name the Association as the insured and shall protect the Association, each Owner, the Manager (if any), and the Declarant against liability for acts or omissions of the Association, the Owners, the Manager (if any), and the Declarant in connection with the ownership, operation, maintenance, or other use of the Project or any part thereof. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until after ten (10) days' prior written notice to the Association, to each

Owner, to the Manager (if any), to the Declarant, and to each Mortgagee who has requested such notice in writing;

(c) *Policies.* The Association shall make every effort to secure insurance policies that will provide that:

(i) The insurer shall waive subrogation as to any claims against the Association, the Manager (if any), the Owners, the Declarant, and their respective servants, agents, and guests;

(ii) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual Owners;

(iii) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any trustee, officer, or employee of the Association without a prior demand in writing that the Association cure the defect; and

(iv) Any "no other insurance" clause in the policy or policies on the Project shall exclude individual Owners' policies from consideration.

12.3 *Insurance Proceeds.* The Association shall receive the proceeds of any casualty insurance payments made under policies obtained and maintained by the Association pursuant to this Article. To the extent that reconstruction or repair is required herein, all proceeds of such insurance shall be made available as a fund for such reconstruction or repair and shall be disbursed by the Association as provided in Article XIII. To the extent that reconstruction or repair is not required herein and there is a determination that the Project shall be not rebuilt, the proceeds shall be disbursed by the Association to the Owners as provided in Article XIII.

12.4 *Additional Coverage.* The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration in such amounts and in such forms as the Association may deem appropriate from time to time.

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

12.6 *Owner's Own Insurance.* Notwithstanding any other provisions of this Article, each Owner shall be responsible to obtain insurance at his or her own expense providing coverage upon his or her Lot, Residential Unit, and any and all other improvements located thereon, his or her personal property, for his or her personal liability, and covering such other risks as he or she may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article.

12.7 *Review of Insurance.* The Association shall review annually the coverage and policy limits of all insurance on the Common Area and Common Facilities and adjust the same at its discretion within the limitations set forth within this Article. Such review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Association may select.

12.8 *Insurance Reserves.* The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or Ten Thousand Dollars (\$10,000.00), whichever is less.

ARTICLE XIII Damage or Destruction

13.1 *Damage or Destruction of Lot or Residential Unit.* In the event that a Lot or any improvement located thereon, including a Residential Unit, is damaged or destroyed by fire or other casualty, the Owner thereof shall cause such Lot or Residential Unit to be promptly repaired, restored, or reconstructed to the extent required to restore the Lot or Residential Unit to substantially the same condition in which it existed prior to the occurrence of the damage or destruction. In addition, if any Common Area is damaged or destroyed in connection with the repair, restoration, or reconstruction of a damaged Lot, then the cost of repair, restoration, or reconstruction of the Common Area so damaged shall be paid by the Owner of the said Lot.

13.2 *Damage or Destruction of Common Area.* In the event that the Common Area or any portion thereof, any improvements constructed on the Common Area, or any Common Facilities are damaged or destroyed by fire or other casualty, the Association shall be responsible to promptly repair, restore, replace, or reconstruct same to the extent required to return them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction. The Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract or other instrument and may take all action which may be necessary or appropriate to exercise the powers herein granted and no consent or other action by any Owner shall be necessary in connection therewith.

13.3 *Repair or Reconstruction.* Repair, restoration, replacement, or reconstruction of damaged portions of the Project as used in this Article means restoring, by whatever means, method, or process that shall be necessary, the damage portions of the Project to substantially the same condition in which it existed prior to the damage, with each Lot and the Common Areas

having substantially the same boundaries as before. The term "repair" as used herein shall be deemed to include, without limitation, each and every process or procedure necessary to comply with the intent of the Article.

13.4 *Estimate of Costs.* As soon as practicable after an event causing damage to or destruction of any part of the Common Area, the Association shall obtain complete and reliable estimates of the costs of repair of that part of the area or facilities damaged or destroyed. As soon as practicable after receiving said estimates, the Association shall diligently pursue to completion the repair of that part of the Common Area damaged or destroyed.

13.5 *Funds for Reconstruction.* The proceeds of any casualty insurance collected by the Association due to damage to the Common Area or Common Facilities shall be available to the Association for the purpose of repair of the Common Area or Common Facilities. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair, the Association may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair. Such Special Assessment shall be allocated and collected as provided in Section 9.5, except that the vote therein specified shall not be necessary. Further levies may be made in like manner if the proceeds of insurance and the Special Assessment collected prove insufficient to pay the costs of repair.

13.6 *Disbursement of Funds for Repair.* The insurance proceeds received by the Association and any amounts received from Special Assessments made pursuant to Section 13.05 shall constitute a fund for the payment of costs of repair after casualty. It shall be deemed that the first money disbursed in payment for cost of repair shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair, such balance shall be distributed *pro rata* to the Owners.

ARTICLE XIV Condemnation

14.1 *Condemnation of Lot.* If, at any time or times during the continuance of ownership pursuant to this Declaration, all or part of one or more Lots shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of a Lot, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

14.2 *Proceeds.* All compensation, damages, and other proceeds from any taking of a Lot by power of eminent domain (hereinafter "the Condemnation Award") shall be made payable to the Owner of each respective Lot so condemned.

14.3 *Termination of Membership.* If all of a Lot is taken by condemnation, or if such a portion of a Lot is taken by condemnation such that the remaining portion of the Lot may not practically or lawfully be used for any purpose permitted in this Declaration, then the membership, vote, easement rights, liability for payment of the Assessments, and all other rights

and duties granted by this Declaration which are appurtenant to such Lot shall be and are automatically terminated upon such taken.

14.4 *Remaining Portion of Lot.* If any portion of a Lot shall remain after a complete taking as set forth in Section 15.3, then the remaining portion thereof shall be subject to purchase by the Association, at the sole election of the Association, at the fair market value thereof after such condemnation is complete and less any portion of the Condemnation Award paid to the Owner of such Lot which is properly allocated to such remaining portion of the Lot. Any portions of a Lot so purchased by the Association shall be Common Area.

ARTICLE XV

Condemnation of Common Area

15.1 *Condemnation of Common Area.* If, at any time or times during the continuance of ownership pursuant to this Declaration, all of any part of the Common Area or Common Facilities shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Common Area or Common Facilities in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

15.2 *Proceeds.* All compensation, damages, and other proceeds from any such taking of Common Area or Common Facilities by power of eminent domain (hereinafter "the Condemnation Award") shall be made payable to the Association and shall be distributed by the Association as provided herein.

15.3 *Complete Taking.* In the event the entire Project is taken by power of eminent domain, ownership pursuant hereto shall terminate, and the Condemnation Award shall be allocated among, and distributed to, the Owners in proportion to their respective undivided interests in the Common Area and Common Facilities. For the purposes of this Article, the undivided interest owned in common which shall appertain to each Owner shall be that percentage obtained by dividing one hundred (100) by the number of Lots existing in the Project immediately prior to the condemnation as such number is set forth in the Plat.

15.4 *Partial Taking.* In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) *Allocation of Award.* If apportionment of allocation is established by applicable negotiations, judicial decree, or statute, the Association shall employ such apportionment and allocation to the extent appropriate. Otherwise, as soon as practicable, the Association shall, reasonably and in good faith, apportion the Association's Condemnation Award between compensation, severance damages, or other proceeds, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The total amount apportioned to taking of or injury to the Common Area shall be allocated and distributed to all Owners (including Owners whose entire Lots have been taken) in proportion to their respective undivided interests in the Common Area;

(ii) The total amount apportioned to severance damages shall be allocated among, and distributed to, the Owners of those Lots that have not been taken in the proportion that said Owners' undivided interests in the Common Area bears to the total of all such Owners' undivided interests in the Common Area;

(iii) The respective amounts apportioned to the taking of or injury to the particular Lot shall be allocated and distributed to the Owner or Owners of such Lot;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) Distribution of allocated proceeds shall be made by check payable jointly to the each Owner and his or her respective Mortgagees, as appropriate.

(b) *Continuation and Reorganization.* If less than the entire Project is taken by power of eminent domain, ownership pursuant hereto shall not terminate, but shall continue.

(c) *Reconstruction or Repair.* Any reconstruction or repair necessitated by condemnation shall be governed by the procedures specified in Article XIII hereof for cases of damage or destruction.

ARTICLE XVI Mortgage Protection

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

16.2 *Priority of Liens.* No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the

provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot in good faith and for value and recorded prior to the date on which any such assessment became due.

16.3 *Prior Liens Relate Only to Individual Lots.* All taxes, assessments, and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

16.4 *Mortgage Holder Rights in Event of Foreclosure.* Whenever the Mortgagee of a Mortgage of record obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, then such Mortgagee or any purchaser at a foreclosure sale shall take the Lot free of any claims for unpaid Assessments and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer except for claims for *pro rata* share of such Assessments or charges resulting from a *pro rata* reallocation of such Assessments or charges to all Lots in the Project, including the mortgaged Lot. Such unpaid share of Assessments shall be deemed to be Common Expenses collectible prospectively *pro rata* from all of the Lots in the Project, including the Lot which has been acquired in accordance with the provisions of this Section.

16.5 *Notice to First Mortgage Holders.* The Association shall give the applicable first Mortgagee, if any, prompt notice of any default in the Lot Mortgagor's obligation under the Declaration not cured within thirty (30) days of default.

16.6 *Matters Requiring Mortgagee Approval.* Notwithstanding any other provision contained within this Declaration, at least two-thirds (2/3) (based upon one vote for each first Mortgage owned per Lot) of the first Mortgagees of any Lot as then appear on the official Records of Weber County, Utah, shall have given their prior written approval before the Association shall be entitled to:

(a) By act or omission, seek to abandon or terminate the Project;

(b) By act or omission, seek to abandon, encumber, sell, or transfer the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area and Common Facilities by the Project shall not be deemed a transfer within the meaning of this clause); or

(c) Use hazard insurance proceeds for losses to the Project (whether to Common Area or Common Facilities) for other than the repair, replacement, or reconstruction of such property.

16.7 *Amendment.* No provision of this Article XVI shall be amended without the prior written consent of at least two-thirds (2/3) (based on one vote for each Mortgage) of all first Mortgagees as appear on the official records of Weber County, State of Utah, as of the date of the vote regarding such amendment.

ARTICLE XVII
General Provisions

17.1 *Intent and Purpose.* The provisions of this Declaration and any supplemental or subsequent Declaration or amendments thereto shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of this cluster subdivision. Failure to enforce any provision, restriction, covenant, or condition of this Declaration, or in any supplemental or subsequent Declaration or amendments hereto shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

17.2 *Interpretation.* Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all other genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise limit or affect the content, meaning, or intent of this Declaration or any Article, Section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

17.3 *Registration of Mailing Address.* Each Owner shall register from time to time with the Association his or her current mailing address. All notices or demands intended to be served upon any Owner may be sent by First Class U.S. Mail, postage prepaid, addressed to the Owner at his or her last registered mailing address, or, if no address has been registered, to the mailing address of the Lot of such Owner. All notices or demands intended to be served upon the Association may be sent by First Class U.S. Mail, postage prepaid, addressed to the Association at the address of its offices as may be furnished to the Owners in writing from time to time. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. Mail, postage prepaid, and in the form provided for in this Section.

17.4 *Audit.* Any Owner may, at any reasonable time, upon appointment and at his or her own expense, cause an audit or inspection to be made of the books and records maintained by the Association.

17.5 *Amendment.* Except as otherwise provided herein, this Declaration may be amended if Owners holding at least fifty-one percent (51%) of the total votes of the Association consent and agree to such amendment by instruments duly recorded in the office of the County Recorder for Weber County, State of Utah.

17.6 *Owner's Obligations.* All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that said Owner may be leasing, rent, or selling his or her Lot. The Owner of a Lot within the Project shall have no obligation for expenses or other obligations (except interest on prior obligations) accruing after the conveyance of such Lot to a subsequent Owner.

17.7 *Effective Date.* This Declaration and every provision hereof shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended and Restated Declaration the 30 day of May, 2013.

DECLARANT:

J&M REAL PROPERTIES, LLC

JD Harr
Jeffrey D. Harrison, Manager

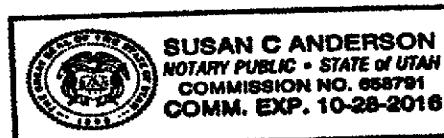
Melisa L. Harrison

Melisa L. Harrison, Manager

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On this 30th day of May, 2013, personally appeared before me JEFFREY D. HARRISON, known to me to be a Manager of J&M Real Properties, LLC, and known to me to be the person who executed the within instrument on behalf of said entity.

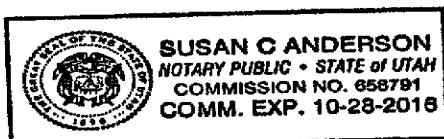
Susan C. Anderson
Notary Public



STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On this 30th day of May, 2013, personally appeared before me MELISA L. HARRISON, known to me to be a Manager of J&M Real Properties, LLC, and known to me to be the person who executed the within instrument on behalf of said entity.

Susan C. Anderson
Notary Public



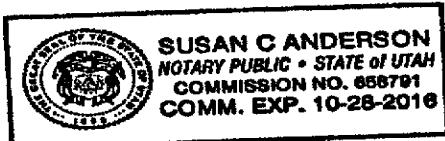
RATIFIED AND APPROVED PURSUANT TO a Resolution of the Board of Directors
of the NORTH FORK MEADOWS CLUSTER SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.

By: *Jeffrey D. Harrison*
JEFFREY D. HARRISON
Chair

By: *Melisa L. Harrison*
MELISA L. HARRISON
President

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

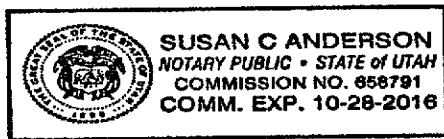
On this 30th day of May, 2013, personally appeared before me
JEFFREY D. HARRISON, known to me to be the Chair of the Board of Directors of the North
Fork Meadows Cluster Subdivision Homeowners Association, Inc., and known to me to be the
person who executed the within instrument on behalf of said entity.



Susan C. Anderson
Notary Public

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On this 30th day of May, 2013, personally appeared before me MELISA
L. HARRISON, known to me to be the President of the Board of Directors of the North Fork
Meadows Cluster Subdivision Homeowners Association, Inc., and known to me to be the person
who executed the within instrument on behalf of said entity.



Susan C. Anderson
Notary Public

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