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Office of the Davis County Recorder



Davis
COUNTY

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Amended Declaration
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AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CRAIG ESTATES PHASE 3 CLUSTER SUBDIVISION

December 2012

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRAIG ESTATES PHASE 3 CLUSTER SUBDIVISION is made and executed on the date shown below by the Lot Owners in Craig Estates Phase 3, after having been voted upon and approved.

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Craig Estates, a Cluster Subdivision, dated 25 June 1999 ("Original Declaration"), was recorded on 1 July 1999, as Entry No. 1529355 in Book 2527 at Page 488 of the Official Records of Davis County, Utah, which imposed certain covenants, conditions, and restrictions on the real property described therein, and

WHEREAS, the Original Declaration was amended pursuant to the **First Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Cluster Subdivision recorded 19 June 2001 as Entry No. 1669001, in Book 2830 Page 719, and

WHEREAS, the Original Declaration was amended pursuant to the **Second Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Cluster Subdivision recorded on 20 June 2001, as Entry No. 1669153 in Book 2831 at Page 126, and

WHEREAS, the Original Declaration was amended pursuant to the **Supplemental Declaration** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Cluster Subdivision and was recorded on 6 October 2006, as Entry No. 2208797 in Book 4133 at Page 1827, and

WHEREAS, the Original Declaration was amended pursuant to the **Third Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Cluster Subdivision recorded 15 June 2007, as Entry No. 2280160 in Book 4305 at Pages 86-115, and

WHEREAS, the Original Declaration provided for amendment by the affirmative vote of not less than 51% of the lot owners at Craig Estates, and

WHEREAS, in June 2008, the Board of Directors of Craig Estates Homeowners Association Inc. ("Original Association") administered a vote of the lot owners of all three phases of the combined subdivision, pertaining to a proposed separation of the lot owners of Craig Estates Phase 3 from the lot owners of the other two phases into a separate and distinct homeowners association, and

WHEREAS, in June 2008, this proposal was approved with a 77.6% share of all the voting rights of the Original Association in favor, 11.9% opposed, and 10.4% not responding (the voting rights of the owners of 52 lots, 8 lots, and 7 lots, respectively), and

WHEREAS, it is necessary that the Declaration be amended and restated in its entirety as provided for herein, insofar as it pertains to the Owners of Lots in Craig Estates Phase 3 Cluster Subdivision, and to the covenants, conditions, and restrictions among them only, and

WHEREAS, the undersigned individuals constitute the Owners of not less than sixty-seven percent (67%) of the Lots in Craig Estates Phase 3 Cluster Subdivision, and

WHEREAS, by executing and recording this Amended and Restated Declaration, the undersigned Owners of Lots intend to amend and restate in its entirety the Declaration as hereinafter set forth, insofar as it pertains between and among the Owners of Lots in Craig Estates Phase 3 Cluster Subdivision, and between and among them only.

RECITALS

NOW, THEREFORE, the Declaration is hereby amended and restated in its entirety to provide as follows:

NOW, THEREFORE, the Association and the Owners hereby declare that all the real property described on Exhibit A attached hereto shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Amended and Restated Declaration which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

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

1.01 "*Articles of Incorporation*" means the Articles of Incorporation of the Association, pursuant to the laws of the State of Utah and provisions of this Declaration governing the same.

1.02 "*Assessments*" has the meaning assigned to it in Article VI herein.

1.03 "*Association*" means and refers to CRAIG ESTATES PHASE 3 HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, its successors and assigns.

1.04 "*Association Common Area*" means a Common Area that is owned by the Association or that the Association has a present ownership interest in.

1.05 "*Board of Directors*" or "*Board*" means the Board of Directors of the Association, which is appointed or elected in accordance with the Articles of Incorporation and Bylaws of the Association, and this Amended and Restated Declaration.

1.06 "*Bylaws*" means the bylaws of the Association, pursuant to the laws of the State of Utah and the provisions of this Declaration governing the same.

1.07 "*Common Area*" means a parcel or expanse of real property and the Improvements thereon, that the Association owns or has an ownership, equitable, or future interest in, or has rights of easement or access to, for the common use and enjoyment of the Members.

1.08 "*Common Expense*" shall have the meaning assigned to it in Section 6.04(a) herein.

1.09 "*Common Facilities*" means all furnishings, equipment, facilities, and other real or personal property owned, maintained, repaired, or administered by the Association for the common use and

enjoyment of the Members. Each Common Facility shall be deemed to be part of the corresponding Common Area except as otherwise expressly provided for in this Declaration.

1.10 "*Declaration*" means the declaration of covenants, conditions, and restrictions set forth in this entire document, as the same may be amended from time to time.

1.11 "*Home*" means a building designed and intended for use and occupancy as a residence by a Single Family that is situated on a Lot.

1.12 "*Improvement*" means buildings, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees or shrubs, and all other structures or landscaping improvements of every type and kind.

1.13 "*Joint Common Area*" means a Common Area that is jointly owned, maintained, leased, or administered by the Association and one or more other homeowner associations for the common use and enjoyment of the members of the associations.

1.14 "*Lien*" shall have the meaning assigned to it in Section 10.03(b) herein.

1.15 "*Lot*" means and refers to any one of the numbered plots of land within the boundary of the Project as such are shown upon and designated on the Plat for private ownership.

1.16 "*Lot Line*" means the boundary line of a Lot, as recorded on the Plat

1.17 "*Lot Number*" means the number which designates a Lot on the Plat.

1.18 "*Member*" means any person or entity who is a member of the Association

1.19 "*Mortgage*" means 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.

1.20 "*Mortgagee*" means (a) any person named as the mortgage or beneficiary under any Mortgage by which the Lot of any Owner is encumbered or (b) any successor to the interest of such person under such Mortgage.

1.21 "*Owner*" means any person or entity, which according to the official records of the County Recorder of Davis County, Utah, is an owner or joint owner of fee simple title to any Lot. The term "Owner" shall not refer to (i) persons or entities having an interest in a Lot merely as security for the performance of an obligation, or (ii) a lessee or tenant of a Lot, or (iii) any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

1.22 "*Perimeter Fence*" means a fence constructed along the outer perimeter of the Subdivision.

1.23 "*Plat*" means the certain subdivision plat entitled Craig Estates Phase 3 Cluster Subdivision, as amended, as recorded on the official records of the County Recorder of Davis County, Utah.

1.24 "*Project*" means the real property described on Exhibit A attached to this Declaration, together with all the buildings and other Improvements located thereon, and all easements, rights and appurtenances belonging thereto.

1.25 "*Project Documents*" means this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and the Plat.

1.26 "*Regular Assessment*" shall have the meaning assigned to it in Section 6.04 herein.

1.27 "*Rules and Regulations*" means the rules and regulations of the Association established as provided by Article V herein.

1.28 "*Single Family*" means a group of one or more persons related to each other within two generations by blood, marriage, or legal adoption, or (2) a group of not more than three (3) persons not all so related, inclusive of their domestic servants, who maintain a common household in a Home.

1.29 "*Single Family Residential Use*" means the occupation or use of a Lot or Home by a Single Family in conformance with the provisions of this Declaration.

1.30 "*Special Assessment*" shall have the meaning assigned to it in Section 6.05 herein.

1.31 "*Subdivision*" means Craig Estates Phase 3 Cluster Subdivision, as recorded on the official records of the County Recorder of Davis County, Utah.

ARTICLE II THE ASSOCIATION

2.01 *Rights, Powers, and Duties.* The Association is a non-profit Utah corporation charged with the duties and invested with the powers prescribed by law and set forth in this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in this Declaration.

2.02 *Board of Directors.* The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles of Incorporation and the Bylaws.

2.03 *Identity of Members.* Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

2.04 *Transfer of Membership.* Membership in the Association shall be appurtenant to each Lot and a membership in the Association shall not be transferred, pledged, or alienated in any way, except upon conveyance of a Lot to a new 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.

2.05 *Membership Votes.* Each Member shall be entitled to one (1) vote for each Lot owned; provided that there shall only be one (1) vote per Lot. The written consent of Members shall be counted according to the same rules as votes by Members, at most one (1) written consent counted per Lot.

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

2.07 *Corporate Ownership.* In the event any Lot is owned by a corporation, partnership, or other association, the same shall designate in writing at the time of acquisition of the Lot an individual who shall have power to vote and otherwise exercise the membership rights of the corporation, partnership, or association, and in the absence of such designation, and until such designation is made, the president, general partner or chief executive office shall have the power to vote or otherwise exercise the membership rights of the corporation, partnership, or association.

2.08 *Suspension of Voting Rights.* In the event any Owner is arrears in the payment of any Assessments or other amounts due under any of the provisions of this Declaration for a period of thirty (30) days, such Owner's right to vote as a Member of the Association may be suspended until all payments to cure the deficiency, including accrued interest and attorneys' fees, are made by the Owner. In addition, in the event any Owner is in violation of the Declaration or the Rules and Regulations for a period of fifteen (15) days after written notice to the Owner of such violation such Owner's right to vote as a Member of the Association may be similarly suspended until the Owner ceases to be in violation thereof.

ARTICLE III USES AND RESTRICTIONS

3.01 *Residential Use.* All Lots shall be used, improved, and devoted exclusively to Single Family Residential Use. No Lot or Home shall be used for business or commercial activities without permission of the Board. In addition, no more than eight (8) persons shall be permitted to reside in any Home, nor more than twice the number of persons in a Home as the Home has bedrooms.

3.02 *Leasing.* The rental and leasing of Homes located in the Project is prohibited, subject to the following exceptions: (a) If an owner moves from his Home due to temporary (less than three (3) years) military, occupational, educational, humanitarian, religious or charitable activity or service, and leases his or her home with the intent to return to occupy his or her Home when such activity or service has concluded, and declares this intent to the Board in writing, or (b) If a parent or child leases his Home to a family member (parent, child or sibling), or (c) If an owner moves from his home and leases his Home until such time as it may be sold or conveyed to a new owner, and displays an active intent to sell his Home, and declares this intent to the Board in writing.

An Owner who violates this section shall be subject to a reasonable fine according to the provisions set forth in the Rules and Regulations, and/or to a complaint for an injunction seeking to terminate the lease in violation of this section. If the Board is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating owner shall be liable for all attorney fees and court costs incurred by the Board in enforcing this section.

3.03 *Parking.* No Owner shall permit more than three vehicles to be parked on a Lot (including inside the garage) on a permanent basis. As used herein, permanent basis means no more than ten days out of any thirty day period. No trailer, boat, truck larger than ¾ ton, recreational vehicle, or inoperable vehicle shall be parked on a Lot in the Project unless it is parked inside a garage, with the following exceptions: (i) A trailer, boat, or recreational vehicle may be parked on an recreational vehicle pad approved in accordance with Section 3.10(f) herein; (ii) An inoperable vehicle may be parked on a Lot for a period not to exceed ten (10) consecutive days.

All vehicles of Owners and their lessees, guests, and invitees shall be parked in a garage or driveway of the Owner's Lot wherever and whenever such facilities are sufficient to accommodate the number of vehicles on a Lot; provided, however this Section shall not be construed to permit the parking in the above-described areas of any vehicle whose parking is otherwise prohibited by this Declaration. No automobile or other vehicle shall be parked on a street within the Project or 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.

3.04 *Animals.* No animals other than household pets, in accordance with local ordinances, 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.

3.05 *Nuisances.* 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 residents, including but not limited to loud or disturbing behavior by pets and children. 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.

3.06 *Obligation to Landscape.* All Owners shall have an obligation to landscape any and all open areas, such that no substantial area is allowed to remain as or deteriorate into an area of open ground or mud, or allowed to remain as or deteriorate into an area of subject to unreasonable erosion, or allowed to remain as or develop into a weed infested area.

3.07 *Prohibition of Damage and Certain Activities.* Except with the prior written consent of the Association, nothing shall be done or kept in any Home 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 Home 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 Home, upon any Lot, or upon the Common Areas, 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 Areas 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.

3.08 *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.

3.09 *No Subdivision.* No Owner shall cause a Lot or Home to be divided in any manner so as to permit the permanent occupancy or ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot or Home shall be void and of no effect unless such a transfer shall be approved in writing in accordance with the provisions of Section 3.10(a).

3.10 *Improvements and Alterations.*

(a) No building, fence, wall, or other structure on any Lot shall be commenced, erected, or maintained, nor shall any Improvement or substantial change be made until Plans and Specifications showing the nature, kind, shape, height, colors, materials, and location of the same shall have been submitted to the Board and received the express written approval thereof. The Board shall make every reasonable effort to respond within thirty (30) days of submittal. Notwithstanding any failure of the Board to so respond, no Owner shall be entitled to make any addition, alternation, repair, change or other Improvement which would constitute a violation of any provision of this Declaration. The Board may accept recommendations from an Architectural Committee composed of three (3) or more members of the Association who are duly appointed by the Board. Final approval must be granted by the Board. No

Owner shall construct nor shall the Board approve any alteration or improvement that is contrary to municipal ordinances or building codes, or which has not received any necessary municipal building or construction permits.

(b) All fences shall be vinyl privacy or semi-privacy fences that are white or tan in color, between three (3) feet and six (6) feet in height, and of a style and construction that is substantially similar to the existing fences in the Project. Fences constructed along the outer perimeter of the Subdivision and which border any Lot shall be white in color and six feet in height. Fences surrounding an approved recreational vehicle parking pad shall be six feet in height. No fence, other than a portion of the Subdivision perimeter fence, shall extend in the direction of the street beyond the plane of the street facing side of one of the immediately adjacent Homes, nor shall any fence be constructed in any front or street facing yard nor along any sidewalk. An Owner shall not construct a fence that is tan in color unless express written approval is obtained from the Board and from the neighboring Lot Owner. An Owner shall not construct a fence along, parallel to, or near a Lot Line, nor any structure that may require such a fence, without the express written approval of the adjacent Lot Owner, unless the setback from the Lot Line to the Home of the adjacent Lot Owner is eight (8) feet or more. If the setback from the Lot Line to a Home on either side of a proposed fence is less than six (6) feet, or the setback from the Lot Line to a window well or chimney, bay window, or other structural appendage of a Home is less than four (4) feet, or if access to or maintenance of a portion of a Lot will be substantially impaired by the construction of a fence along or parallel to a Lot Line, the presumption of the Board shall be against approval.

(c) Owners shall not construct walls, other than retaining walls, along, adjacent to, or near Lot Lines, nor greater in height than three feet, nor visible from any street, nor outside an area enclosed by an approved fence.

(d) The exterior surfaces of any house, Home, or substantially similar structure shall be stucco, vinyl or aluminum siding, flat or hewn stone, or brick, in amounts and proportions comparable to other structures existing within the Project. Vinyl, aluminum, or other siding shall not be used for the front exterior surface of any Home. In addition, the front exterior surface shall be not less than 30% brick or stone. Stucco, siding, and garage doors shall be tan, brown, grey or a similar color. Brick or flat / hewn stone areas shall be tan, brown, reddish brown, grey or a similar color. Balcony rails, porch rails, stair rails, banisters, and risers that are visible from the street shall be of vinyl or aluminum construction and white, tan, or brown in color, or of steel, aluminum, or wrought iron construction and black, dark brown, or similar color. Any accessory structure shall be set back not less than five (5) feet from any adjacent Lot Line, and not less than five (5) feet from the Home on the same Lot.

(e) All driveways shall be of concrete construction, and shall not cover more than 40% of the area of any front or street facing yard. Driveways shall lead to a garage or approved parking pad. No driveway shall be placed closer than twenty-four (24) inches to an adjacent Lot without the express written consent of the adjacent Lot Owner, and the presumption of the Board shall be against approving such a driveway, unless adequate provisions for drainage, storm runoff, and fence posts are made.

(f) Owners shall not install parking pads on Lots in the Project subject to the following exception: An Owner whose Lot is suitable in size may install a recreational vehicle parking pad on the side of his Lot to be used to park a recreational vehicle, if the pad is fully fenced with six (6) foot vinyl privacy or semi-privacy fencing, subject to the requirements of Section 3.10(a) and Section 3.10(b) herein. Parking pads shall be of concrete construction, shall be connected to the street by an approved driveway. No parking pad shall be placed closer than twenty-four (24) inches to an adjacent Lot without the express written consent of the adjacent Lot Owner, and the presumption of the Board shall be against approving such a parking pad unless adequate provisions for drainage, storm runoff, and necessary fence posts are made.

(g) No lawn area shall be converted to another surface coverage or material unless such area is enclosed by an approved fence, or the area concerned is a reasonable fraction of the Lot surrounding or

encompassing trees, bushes, flowers, or other such plants and materials. Park strip areas between a sidewalk and a public or private street shall be maintained as lawn areas except for a reasonable area immediately surrounding the base of municipally approved trees. Front and street facing yards shall be maintained predominantly as lawn areas, as well as side yards and back yards that are not separated from adjacent Lots by an approved fence. Lawn areas shall cover not less than 70% of any front or street facing yard, excluding approved driveways. If the area to be converted to another surface coverage or material is within three feet of an adjacent Lot, the express written approval of the adjacent Lot Owner shall be required as well, unless the area in question is (i) separated from the adjacent Lot by an approved fence, or (ii) the setback from the Lot Line to the Home on the adjacent Lot is six feet or more.

(h) Except as otherwise provided by this Section, if a portion of a Lot is enclosed by an approved fence, Improvements, alterations, and changes within the fenced area which are not visible above the fence, or from any street, and which, if a part of a structure visible from without the fenced area or from any street, are consistent in color, design, and materials with the visible portion of said structure, and which do not pertain to the construction of driveways, parking pads, or structures of any kind with less than a three foot setback from an adjacent Lot Line, shall be exempt from the requirement for Board approval described in Section 3.10(a) herein.

(i) This section shall not be construed to require the alteration or removal of an improvement that was made or constructed upon any Lot prior to the adoption of a provision of this Declaration or amendment thereto restricting such an improvement or alteration, nor prior to the recording of such provision or amendment on the official records of the County Recorder of Davis County, Utah.

ARTICLE IV MAINTENANCE

4.01 *Maintenance of Common Areas.* The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the management, control, operation, and maintenance of the Association Common Areas, including all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, and sanitary order and repair. All goods and services procured by the Association in performing its responsibilities under the Section shall be paid for with funds from the Common Expense Fund. Other Common Areas shall be managed, controlled, operated, and maintained by agreement with one or more other homeowner associations. No Owner shall perform, or allow to be performed, any repairs, alterations, or maintenance of any Common Areas or Common Facilities without the prior written consent of the Board.

4.02 *Repair of Buildings.* No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building or structure shall at all times be kept in good condition and repair by the Owner thereof.

4.03 *Exterior of Homes.* Each Owner shall keep the exterior of his Home, 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 Home in a manner consistent with existing design, materials, colors, and other such items in use on other Homes within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 3.10(a) herein.

4.04 *Maintenance of Lots.* Each Owner shall be responsible to keep his Lot, including, without limitation, all trees, shrubs, grounds, and lawns, including his sprinkler system, in a sanitary condition and in a state of good repair, free from all accumulations of weeds, leaves, refuse, rubbish, or abandoned articles of any kind.

4.05 *Maintenance of Perimeter Fences.* Each Owner shall be responsible to maintain any portion of the subdivision perimeter fence that borders his Lot. The Association shall be responsible to maintain perimeter fences that do not border upon any Lot.

4.06 *Nonperformance by Owners.* In the event that any Home should develop an unsanitary condition or fall into a state of disrepair, or any Lot should develop an unsanitary condition, fall into a state of disrepair, or develop an accumulation of weeds, refuse, rubbish, or abandoned articles of any kind, 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, but not the obligation, to enter upon such Owner's Lot to perform the maintenance and repairs not performed by the Owner, without liability to the Owner for trespass or otherwise. The cost of any such work performed by or at the request of the Association shall be paid for by the Owner of the Lot, upon demand from the Association, and such amounts shall be a lien upon the Owner's Lot, and the Association may enforce collection of such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

ARTICLE V ESTABLISHMENT OF RULES AND REGULATIONS

5.01 *Rules and Regulations.* The Members of the Association may make reasonable Rules and Regulations governing the Project provided that such Rules and Regulations are consistent with the intent of this Declaration, and the authority, rights, restrictions, and obligations established thereby.

5.02 *Fines.* An Owner may be fined for a violation of the Rules and Regulations, as provided therein, provided that the fine is reasonable. A reasonable fine not to exceed fifty-dollars per day or per infraction shall be implied by all Rules that do not indicate otherwise. Except as otherwise specified by this Declaration, an Owner may be fined for a violation of the terms of this Declaration, in an amount not to exceed fifty-dollars per day or per infraction, provided that the fine is reasonable. The fine that may be imposed for a violation of a specific provision of this Declaration may be specified by Rule.

5.03 *Enforcement.* 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.

5.04 *Amendment to Rules and Regulations.*

(a) The Rules and Regulations may be amended at any time upon the affirmative vote or written approval or combination thereof of not less than fifty-one percent (51%) of the total votes of the Association.

(b) The Board may amend the Rules and Regulations, without obtaining the approval or consent of any Owner, in order to conform the Rules and Regulations to the requirements or guidelines of the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project or the Project Documents is required by law, or in order to conform with conflicting provisions of this Declaration, the Articles of Incorporation, the Bylaws, the laws of the State of Utah, or the laws of the United States.

5.05 *Notification of Changes.* The Association shall send, transmit, or deliver a copy of all such Rules and Regulations, all amendments thereto and any rescissions thereof, to the Owners. Such Rules and Regulations shall take effect the date duly approved unless otherwise specified.

ARTICLE VI
ASSESSMENTS

6.01 *Assessments.* The Association shall have the right to charge to, and collect from, each Owner of a Lot within the Project said Owner's equal 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 Rules and Regulations 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 provision hereof.

6.02 *Agreement to Pay Assessments.* Each Lot Owner shall be deemed to covenant and agree 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.

6.03 *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 Lot within the Project to an Owner.

6.04 *Regular Assessments.* A Regular Assessment shall consist of each Owner's equal 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 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 Areas (including Joint Common Areas) as set forth in Section 7.01 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 Areas; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance of the Common Areas and the Lots; cost of capital improvements to Common Areas; utility charges for utility services provided to the Common Areas; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve (\$3,000.00 or more); and any other expenses and liabilities which may be incurred by the Association. Such shall constitute the estimated Common Expense, and all funds received from assessments under this Section 6.04 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 an equal basis.

(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 January 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 monthly, quarterly, or semi-annual installments, or in a single annual installment,

subject to the reasonable discretion of the Board. Installments shall be due on the twenty-fifth (25th) day of the first or only month of the installment period. An interest charge of 1.5% per month shall be levied on any installment amount that is thirty (30) or more days past due, calculated from the day first due. The Board shall have the discretion to provide for reasonable early payment discounts to reduce transaction costs.

(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 8.05, except that the vote herein 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 ten percent (10%) of the Common Expense Fund for that fiscal year except upon the affirmative vote or written consent or combination thereof of at least fifty-one percent (51%) of the total votes of the Association.

(e) *Increase in Regular Assessments.* An increase in the amount of the Regular Assessment shall not exceed ten percent (10%) of the Regular Assessment amount for the immediately preceding fiscal year except upon the affirmative vote or written consent or combination thereof of at least fifty-one percent (51%) of the total votes of the Association, unless the increase is to the conservative minimum Regular Assessment amount required to meet the legal obligations of the Association under this Declaration and the laws of the State of Utah.

6.05 *Special Assessments.* In addition to the Regular Assessment authorized by this Article, the Association may levy, at any time, and from time to time, upon the affirmative vote or written consent or combination thereof 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 or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration, subject to the additional approval requirements specified in Section 6.06 below. 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.

6.06 *Restriction on Special Assessments.* Special Assessments shall not be levied for amounts or in excess of the sum total of yearly Regular Assessments of all the Lots in the Project except upon the affirmative vote or written consent or combination thereof of at least sixty-seven percent (67%) of the total votes of the Association.

6.07 *Notice of Special 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 (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 6.07 shall be part of the Common Expense Fund.

6.08 *Lien for Assessments.* All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article, 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 10.03(b).

6.09 *Personal Obligation of Owner.* The amount of each and every Regular Assessment and Special Assessment against any Lot with the Project shall be the personal obligation of the Owner of such Lots 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 Common Areas 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.

6.10 *Application of Payments.* Any payment made by an Owner to the Association shall be applied first to unpaid Assessments and Association incurred repair and maintenance costs, in the order such costs or Assessments became due, and then to other liabilities incurred pursuant to the provisions of this Declaration or by mutual agreement, unless the Owner requests otherwise.

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

7.01 *Common Expense Fund.* The Association shall establish a Common Expense Fund. The Association may obtain or 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 Areas and insurance, bonds, and other goods and services common to the Lots and necessary to implement the intent of this Declaration.

7.02 *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, subject to the restrictions and approval requirements otherwise set forth in this Declaration.

7.03 *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 Association Common Areas, which may be determined by the Association to be reasonably necessary.

7.04 *Perimeter Fences.* The Association shall have the authority to construct and maintain a fence along the outer perimeter of the Subdivision, subject to the provisions of Section 3.10 (b) pertaining to style and construction. Maintenance of portions of the subdivision perimeter fence bordering upon a Lot shall be the responsibility of the Lot Owner, as provided in Section 4.05.

7.05 *Restriction on Contracts.* The Association shall not 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.

7.05 *Limitation on Borrowing.* The Association shall not borrow any amount, incur liability for any amount, or mortgage or otherwise encumber the real property of the Association for any amount that would increase the cumulative debt of the Association to a level in excess of the sum total of the yearly Regular Assessments of all the lots in the Project.

7.06 *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.

7.07 *Financial Statements.* The Association shall cause financial statements for the Association to be prepared at annually, or at more frequent intervals if required by a majority 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 by appointment with the Association Treasurer. Nothing herein shall be construed to require a review of the Association's financial records by a certified public accountant.

7.08 *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 appointments to the Project Documents as may be required by law or by vote taken pursuant to the provisions of this Declaration.

ARTICLE VIII TITLE TO LOTS AND COMMON AREAS

8.01 *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.

8.02 *Title to Common Areas.* Title to the Association Common Areas and/or the ownership interests of the Association therein shall be held in the name of the Association and shall be subject to the rights of any Owner to non-exclusive use in any manner that does not hinder or encroach upon the rights of others and is not contrary to the provisions of this Declaration or any Rules and Regulations promulgated by the Association for the use thereof. Title to other Common Areas shall be held by the owners thereof, subject to any and all easements, equitable, and future interests in favor of the Association and the Members thereof.

8.03 *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.

8.04 *No Partition.* No Owner may bring any action for the partition of any Common Area, notwithstanding the nature of the Association's present, future, equitable, or ownership interest therein.

8.05 *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.

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

8.07 *Mechanic's Liens.* No labor performed or material furnished for use in connection with any Lot or Home 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 Areas unless such work shall have been performed upon 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 Areas.

ARTICLE IX EASEMENTS

9.01 *Right to Ingress, Egress, and Enjoyment.* Each Owner shall have the right to ingress and egress over, upon, and across the Association Common Areas and shall have the right of easement and enjoyment in and to the Association Common Areas 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.

9.02 *Delegation of Use.* Any Owner may delegate, in accordance with the Rules and Regulations, his or her right of enjoyment to the Common Areas 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.

9.03 *Other Common Areas.* The Association shall make every reasonable effort to maintain, provide for and guarantee substantially similar rights of ingress, egress, use, enjoyment, and delegation with regard to all other Common Areas, whether by agreement, covenant, easement, or otherwise.

9.04 *Easement for Maintenance of Lots.* The Association, its agents, employees, or subcontractors, shall have the right of easement over and across each Lot, but not to any portion of the interior of any Home, for the purpose of maintaining or inspecting the Lot in accordance with the provisions of this Declaration.

ARTICLE X ENFORCEMENT

10.01 *General.* Each Owner shall comply with the provisions of this Declaration, the Rules and Regulations, and the decisions and resolutions of the Association and the Board of Directors 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 this Declaration, and Rules and Regulations in any manner provided for by law or in equity, including, without limitation, the right to bring an action for damages, an action to recover sums due, an action to enjoin a violation or specifically enforce the provisions thereof, and the ability to assess fines consistent with the Community Association Act, which shall be set forth in the Rules and Regulations of the Association as adopted by the Members. 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 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 the Project Documents, and decisions and resolutions of the Board or the Members adopted pursuant thereto.

10.02 *Interest.* Unless otherwise specifically set forth in this Declaration, all sums payable hereunder by an Owner shall bear interest at the rate of five percent (5%) per month from the due date.

10.03 *Certain Specific Enforcement Powers.* In amplification of, and not in limitation of, the general powers specified in Section 10.01 above, the Association shall have the following:

(a) *Suspension of Privileges.* If any Owner shall be in breach of this Declaration, or Rules and Regulations, including, but not limited to, the failure of such Owner to pay any Assessments 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 Areas and to use Common Facilities and the right of such Owner to participate in any vote or other determination provided 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 therefore, 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 (if any portion of this paragraph is not in compliance with the Community Association Act, the Members of the Association shall enact Rules and Regulations in compliance therewith to enforce this paragraph);

(b) *Enforcement by Lien.* If any Owner shall fail or shall refuse to make any payment of any Assessment 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, 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 Davis County, Utah. No Notice of Lien shall be recorded until there is a delinquency in the payment of an Assessment. Subject to the restrictions specified in Section 10.04 herein, 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 to, lease, mortgage, or convey the subject Lot.

10.04 *Restriction on Foreclosure.* The Association shall not initiate foreclosure proceedings to collect upon any Lien except upon a unanimous affirmative vote of the Board of Directors, nor at any time before an interval of twelve (12) months shall have elapsed since an outstanding, unpaid Assessment

or Association incurred repair or maintenance cost first became due, nor for a Lien in amount smaller than the Regular Assessment of a Lot for one (1) year, nor for a Lien in amount less than \$3,000.00.

10.05 *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 municipal 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.

10.06 *Attorneys' Fees.* In the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any Assessments or other amounts due as a result of any violation or noncompliance with the Project Documents, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees incurred in any such action.

ARTICLE XI INSURANCE

11.01 *Scope of Coverage.* The Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Property insurance on Association Common Areas and Common Facilities in an amount equal to the maximum insurable replacement value, exclusive of land, excavations, foundations, and other items normally excluded from a property insurance policy.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of any Association Common Areas.

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

(a) That each policy cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice is first given to each Owner and to each Mortgagee who has requested such notice in writing.

(b) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, the Board of Directors, or with respect to the Owners, members of their households, guests, and invitees;

(c) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void the policy or be a condition to recovery on the policy;

(d) That each policy 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;

(e) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

(f) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners; and

(g) That the Association shall be named as the Insured

11.04 *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, including the power and authority to obtain and maintain (i)

fidelity bonds for officers, directors, trustees, and employees, or (ii) directors and officers liability insurance.

11.05 *Certificates of Insurance.* The Association shall furnish or cause to be furnished certificates of insurance coverage to any Owner, mortgagee, or beneficiary under a deed of trust, upon request.

11.06 *Payment of Premiums.* The premiums for any insurance obtained by the Association pursuant to this Article shall be included in the budget of the Association and shall be paid by the Association.

11.07 *Insurance Obtained by Owners.* Each owner shall be responsible for obtaining property insurance for his own benefit and at his own expense covering his Lot, and all Improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his own expense personal liability coverage for death, bodily injury, or property damage arising out of the use, ownership or maintenance of his Lot.

11.08 *Insurance Proceeds.* With respect to any loss to a Common Area or any other property covered by property insurance obtained by the Association in accordance with this Article, the insurance proceeds shall be payable to the Association and not to any mortgagee or of beneficiary under a deed of trust. 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 XII. 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 XII.

11.09 *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.

11.10 *Review of Insurance.* The Association shall review annually the coverage and policy limits of all insurance on the Common Areas 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 elect.

11.11 *Community Association Act.* The Association shall be subject to the insurance provisions of the Community Association Act, as provided by UCA 57-8a-402(4)(a), notwithstanding the date of the Initial Declaration.

ARTICLE XII. DAMAGE OR DESTRUCTION

12.01 *Damage or Destruction of Lot or Home.* In the event that a Lot or any improvement located thereon, including a Home, is damaged or destroyed by fire or other casualty, the Owner thereof shall cause such Lot or Home to be promptly repaired, restored, or reconstructed to the extent required to restore the Lot or Home 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.

12.02 *Damage or Destruction of Common Areas.* In the event that Association Common Areas or any portion thereof, any improvements constructed on the Common Areas, or any Common Facilities are damaged or destroyed by fire or other casualty, the Association shall be responsible, in co-operation with any other associations having an ownership interest therein, 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.

12.03 *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 Common Area 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.

12.04 *Estimate of Costs.* As soon as practicable after an event causing damage to or destruction of any part of the Association Common Areas and Common Facilities, the Association shall obtain complete and reliable estimates of the costs of repair of that part of the Common Areas or Common 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 Areas and Common Facilities damaged or destroyed, in co-operation with any other associations having an ownership interest therein.

12.05 *Funds for Reconstruction.* The proceeds of any casualty insurance collected by the Association due to damage to the Common Areas or Common Facilities shall be available to the Association for the purpose of repair of the Common Areas 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 Assessments shall be allocated and collected as provided in Section 6.05, 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.

12.06 *Disbursement of Funds for Repair.* The insurance proceeds received by the Association and any amounts received from Special Assessments made pursuant to Section 12.05 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 deposited to the Common Expense Fund.

ARTICLE XIII CONDEMNATION

13.01 *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.

13.02 *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.

13.03 *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 the 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 taking.

13.04 *Remaining Portion of Lot.* If any portion of a Lot shall remain after a complete taking as set forth in Section 13.03, 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 XIV CONDEMNATION OF COMMON AREAS

14.01 *Condemnation of Common Areas.* If, at any time or times during the continuance of ownership pursuant to this Declaration, all of any part of the Common Areas 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 Areas or Common Facilities in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

14.02 *Proceeds.* All compensation, damages, and other proceeds from any such taking of the ownership, future, or equitable interests of the Association in any Common Areas or Common Facilities by power of eminent domain (hereafter "the Condemnation Award") shall be made payable to the Association and shall be distributed by the Association as provided herein.

14.03 *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 Areas 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.

14.04 *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 appointment of all 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 possible, the Association shall, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages, or other proceed, 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 Areas 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 Areas;

(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 Areas;

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

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

(v) Distribution of allocated proceeds shall be made by check payable jointly to 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 XII hereof for cases of damage or destruction.

ARTICLE XV MORTGAGE PROTECTION

15.01 *Mortgage 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.

15.02 *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.

15.03 *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.

15.04 *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 equal share of such Assessments or charges resulting from a equal 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 the Common Expenses collectible prospectively equal from all of the Lots in the Project, including the Lot which has been acquired in accordance with the provisions of this Section.

15.05 *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 Davis 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) Change the equal interest or obligations of any individual Lot for the purpose of levying Assessments or charges or allocating distributions of hazard insurance proceeds of Condemnation Awards;
- (c) By act or omission, seek to abandon, encumber, sell, or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Common Facilities by the Project shall not be deemed a transfer within the meaning of this clause); or
- (d) Use hazard insurance proceeds for losses to the Project (whether to Common Areas or Common Facilities) for other than the repair, replacement, or reconstruction of such property.

ARTICLE XVI

GENERAL PROVISIONS

16.01 *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.

16.02 *Severability.* 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.

16.03 *Enforcement.* The Association or any Owner, shall have right to enforce, by any proceeding in law or equity, all restrictions, conditions, covenants or reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner 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 any other provisions, restrictions, covenants, or conditions.

16.04 *Violations and Nuisance* Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or by any Owner.

16.05 *Violations of Law.* Any violation of state, municipal, or local law, ordinance, or regulation, pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any and all the enforcement procedures set forth herein.

16.06 *Remedies Cumulative.* Each remedy provided herein is cumulative and not exclusive.

16.07 *Registration of Mailing Address.* Each Owner shall furnish the Association his or her current mailing address, in writing, and shall promptly notify the Association in writing of any subsequent change of mailing address.

16.08 *Delivery of Notices and Demands.* Unless otherwise specified, all notices required by this Declaration may be delivered personally or by mail. Any notice or demand referred to in this Declaration shall be deemed given twenty-four hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows: (i) if to the Association, at the then current mailing address of the Association or the address of its Registered Agent or (ii) if to the Owner at his or her mailing address last furnished to Association by the Owner, or, if no address has been furnished to the mailing address of the Lot of such Owner. Other notices shall be sent, transmitted, or delivered as provided in the Bylaws.

16.09 *Binding Effect.* By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferee(s) and assigns, binds himself, his heirs, personal representatives, successors, transferee(s) and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and amendments thereof. In addition each such person by doing so thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Project and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, lessees and transferee(s) thereof. Furthermore each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

16.10 *Rights Indivisible.* The Owners, their respective successors, assigns, and grantees, covenant and agree that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separate or separately conveyed, and each shall be deemed to be conveyed or

encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

16.11 *Management Agreements.* The terms of any agreement for professional management or the providing of other services to the Association shall be determined by the Board. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days notice.

16.12 *Gender.* 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 necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

16.13 *Topic Headings.* The Article and Section headings set forth herein are for the 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.

16.14 *Obligations of Owner.* 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, renting, 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 or ownership interest therein to a subsequent Owner.

16.15 *Joint and Several Liability.* In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth or imposed in this Declaration shall be joint and several.

16.16 *Legal Proceedings.* Except for any legal proceedings initiated to (a) enforce any use restrictions, easement rights or nonmonetary rights of Owners expressly set out in this Declaration or the Original Declaration, or (b) enforce any Rules and Regulations, or (c) collect any unpaid Assessments levied pursuant to this Declaration; or (e) pursue or resolve any "small claims" (i.e., matters in which the amount in controversy could not reasonably be expected to exceed \$10,000), the Association (and Board) shall not initiate legal proceedings or join as legal proceedings without the prior approval of Owners representing eighty-percent (80%) or more of the total votes in the Association. The costs of any legal proceedings which are not included in the above exceptions shall be funded by the Association with monies that are specifically collected for that purpose, and the Association shall not borrow money, use reserve funds, or use monies collected for other specific Association obligations for such purpose. With respect to matters involving property or improvements to property, the Association (and the Board) additionally shall not initiate legal proceedings or pay for legal proceedings unless (1) such property or improvements is owned by the Association, or (2) the Association has the maintenance responsibility for such property or improvements pursuant to this Declaration, or (3) the Owner who owns such property or improvements consents in writing to the Association initiating or joining such legal proceeding. Nothing in this section shall preclude the Board from incurring expenses for legal advice in complying with the statutes or regulations related to the operation of the Association or otherwise in the normal course of operating the Association when legal proceedings are not involved.

16.17 *Construction.* In the event of any discrepancies, inconsistencies, or conflicts between the provisions of this Declaration and the Articles of Incorporation, Bylaws, or Rules and Regulations, the provisions of this Declaration shall prevail.

16.18 *Review of Records.* Any Owner may, at any reasonable time, upon appointment and at his or her own expense, cause a review or inspection to be made of the books and records maintained by the Association.

16.19 *Amendment.* This Declaration may be amended as follows:

(a) This Declaration may be amended at any time upon the affirmative vote or written approval or any combination thereof, of the Owners of not less than sixty-seven percent (67%) of the Lots.

(b) The Board may amend this Declaration, without obtaining the approval or consent of any Owner or Mortgagee, in order to conform this Declaration to the requirements or guidelines of the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law, or to conform this Declaration to the Laws of the United States and the Laws of the State of Utah.

(c) Any amendment to this Declaration approved pursuant to Subsection (a) above or by the Board pursuant to Subsection (b) above shall be signed by the President or Vice President of the Association and shall be recorded with the County Recorder of Davis County, Utah. Any such amendment shall certify that the amendment has been approved as required by this section.

16.20 *Notification of Changes.* The Association shall send, transmit, or deliver a copy of this Declaration, all amendments thereto and any rescissions thereof, to the Owners, within fifteen (15) days of recording. Notwithstanding any failure of the Association to so notify, recording on the official records of the County Recorder of Davis County, Utah shall constitute constructive notice of changes to this Declaration, as provided by law.

16.21 *Effective Date.* This Declaration and every provision hereof shall take effect upon recording upon the official Records of the County Recorder of Davis County, Utah.

CERTIFICATION

It is hereby certified that Owners of not less than sixty-seven percent (67%) of the Lots have voted to approve this Declaration, as indicated by the consents attached to this Declaration as Exhibit "B" and incorporated herein.

IN WITNESS WHEREOF, this 19 day of December, 2012

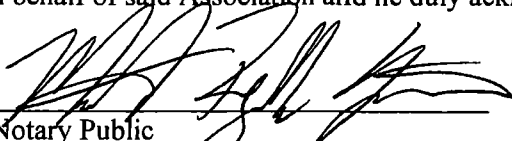
By: Ryan Albrecht
President

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On this 14 day of December, 2012, personally appeared before me Ryan Albrecht who, being by me duly sworn, did say that he is President of the Craig Estates Phase 3 Homeowners Association and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.



Notary Public

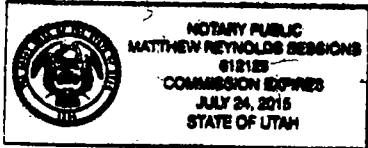


Exhibit A

LEGAL DESCRIPTION OF LOTS IN CRAIG ESTATES PHASE 3

Lot 301, 302, 303, 304, 305, 306, ~~307~~, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, inclusive, of Craig Estates Phase 3 Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof.

Lot 307 of Craig Estates Phase 3 Cluster Subdivision Amendment, Lot 307

LEGAL DESCRIPTION OF OPEN SPACE IN CRAIG ESTATES PHASE 3

Open Space of Craig Estates Phase 3 Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof.

FOR INFORMATION PURPOSES ONLY

The Lots are parcel numbers 12-598-0301 through 12-598-0306 inclusive, 12-747-0307, and 12-598-0308 through 12-598-0325 inclusive. The Open Space parcels are 12-598-0327 and 12-598-0328.

(The former parcels 12-598-0307 and 12-598-0326 were combined to make parcel 12-747-0307 in a plat amendment recorded 22 Sep 2010).

The Open Space parcels of Craig Estates Phase 3 Cluster Subdivision identified by parcel numbers 12-598-0327 and 12-598-0328, commonly known as Craig Park, are Common Areas subject to ownership, equitable, and/or future interests of the lot owners of Craig Estates Phase 1 Cluster Subdivision, Craig Estates Phase Cluster Subdivision, and Craig Estates Phase 3 Cluster Subdivision. A straightforward *pro forma* partition of the original common areas suggests that the equitable interest of the lot owners of Phase 3 in those two parcels is 1.82 acres out of 2.53 acres, or a 71.9% equitable interest prior to any subsequent agreement, based on a total of 5.03 acres of original common areas, a 25/67 share thereof, and 0.06 acres previously allocated to Phase 3.

An agreement between and among the lot owners of all three phases pertaining to rights, interests, and responsibilities in the common area parcels subsequent to the separation has not been formalized or recorded, nor has any necessary mortgagee approval been obtained, as of 14 December 2012. There is, however, an informal agreement between the lot owners of Phase 3 and the lot owners of the other two phases pertaining to maintenance and administration of this area, subject to any requirements or approvals needed to make it take full legal effect.

CONSENT OF OWNERS

We, the Owners of Lots in Craig Estates Phase 3 Cluster Subdivision, hereby consent to the adoption and recording of the amended and restated Declaration of Covenants, Conditions, and Restrictions as set forth above.

- Lot #301 (2424) [Signature]
- Lot #302 (2434) [Signature]
- Lot #303 (2446) Mark Butth
- Lot #304 (2458) _____
- Lot #305 (2482) (see attached signature page)
- Lot #306 (2494) _____
- Lot #307 (2510) [Signature]
- Lot #308 (2522) [Signature]
- Lot #309 (2532) James Olson
- Lot #310 (2544) (see attached signature page)
- Lot #311 (2556) _____
- Lot #312 (2568) [Signature]
- Lot #313 (2569) Pedro Sutil
- Lot #314 (2559) Juan Merza
- Lot #315 (2547) [Signature]
- Lot #316 (2537) Maceudo G.
- Lot #317 (2525) _____
- Lot #318 (2513) _____
- Lot #319 (2487) [Signature]
- Lot #320 (2475) [Signature]
- Lot #321 (2467) [Signature]
- Lot #322 (2457) R. C. B. L. BRIAN BURTON
- Lot #323 (2445) [Signature]
- Lot #324 (2433) [Signature]
- Lot #325 (2423) [Signature]

[SIGNATURE PAGE]

I, the undersigned Owner of a Lot in the Project, hereby consent to the adoption and recording of the Amended and Restated Declaration of Craig Estates Phase 3 Cluster Subdivision as set forth above:

Lot Number 305

Lot Address 2482 Craig Lane

Syracuse, UT 84075

Owner's Signature Brandon Crabtree

Date 12/15/2012

Owner's Name BRANDON CRABTREE

[SIGNATURE PAGE]

I, the undersigned Owner of a Lot in the Project, hereby consent to the adoption and recording of the Amended and Restated Declaration of Craig Estates Phase 3 Cluster Subdivision as set forth above:

Lot Number 310

Lot Address 2544 W Craig Ln

Syracuse, UT 84075

Owner's Signature Bryan Call

Date 12/12/2012

Owner's Name Bryan Call

Names of Consenting Lot Owners
(whose signatures are evidenced above)

Lot #301	PECK, CARRIE
Lot #302	RASMUSSEN, BRETT
Lot #303	BUTLER, MARK
Lot #305	CRABTREE, BRANDON
Lot #307	CHERRINGTON, KEVIN
Lot #308	BREWSTER, DENA
Lot #309	BROWN, JAMES
Lot #310	CALL, BRYAN
Lot #312	KARREN, THOMAS
Lot #313	AVILES, PEDRO
Lot #314	MEZA, JUAN
Lot #315	HERRERA, GERARDO
Lot #316	ACAVEDO, MARGARITA
Lot #319	LYON, AARON
Lot #320	OLSEN, SUSAN
Lot #321	SPRAGUE, TREVOR
Lot #322	BURTON, BRIAN
Lot #323	TOMSETH, JACOB
Lot #324	ALBRECHT, RYAN
Lot #325	LEE, MICHAEL