



W3280988

WHEN RECORDED, MAIL TO:

Village at Plum Creek HOA
c/o CCI Law
577 S 150 E
Smithfield, Utah 84335

E# 3280988 PG 1 OF 86
Leann H. Kilts, WEBER COUNTY RECORDER
25-Apr-23 1031 AM FEE \$126.00 DEP SI
REC FOR: HICKMAN LAND TITLE LOGAN
ELECTRONICALLY RECORDED

VILLAGE AT PLUM CREEK HOA
a Utah nonprofit corporation

ORGANIZATION AND ANNEXATION

Record against the following parcel numbers which identify certain lots and common areas described more fully in the attached **EXHIBIT "A"** – Legal Description of the Property.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1	12-211-0001	16	12-278-0002	32	12-290-0006
2	12-211-0002	17	12-278-0003	33	12-290-0007
CA-P1	12-211-0003	18	12-278-0004	34	12-290-0008
3	12-212-0001	19	12-278-0005	35	12-290-0009
4	12-212-0002	20	12-278-0006	36	12-290-0010
5	12-212-0003	21	12-278-0007	37	12-290-0011
6	12-212-0004	22	12-278-0008	38	12-290-0012
7	12-212-0005	23	12-278-0009	39	12-290-0013
8	12-212-0006	24	12-278-0010	40	12-290-0014
9	12-212-0007	25	12-278-0011	41	12-290-0015
10	12-212-0008	26	12-278-0012	42	12-290-0016
CA-P2	12-212-0009	CA-P4	12-278-0013	43	12-290-0017
11	12-277-0001	CA-P4	12-278-0014	44	12-290-0018
12	12-277-0002	27	12-290-0001	45	12-290-0019
13	12-277-0003	28	12-290-0002	46	12-290-0020
14	12-277-0004	29	12-290-0003	CA-P5	12-290-0021
CA-P3	12-277-0005	30	12-290-0004	CA-P5	12-290-0022
15	12-278-0001	31	12-290-0005	--	--

*CA-P n means Common Area for Phase n where the digit after the 'P' is the phase number.

VILLAGE AT PLUM CREEK HOA
a Utah nonprofit corporation

ORGANIZATION AND ANNEXATION

This instrument, once duly recorded, constitutes record notice regarding the organization and annexation of the Village at Plum Creek HOA, a Utah nonprofit corporation, (the "Association") and the property thereof as described in **EXHIBIT "A"** (the "Property") attached hereto.

1. RECITALS – ORGANIZATION

1.1. VILLAGE AT PLUM CREEK HOME OWNERS ASSOCIATION, L.L.C.

1.1.1. WHEREAS, the Association was originally organized as "Village at Plum Creek Home Owners Association, L.L.C.", a Utah limited liability company, and was assigned Utah entity no. 5864166-0160 (the "Plum Creek L.L.C.") on or about May 16, 2005, the Articles of Organization of which are attached hereto as **EXHIBIT "B"**; and

1.2. DECLARATION AND DECLARANT

1.2.1. WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of Village at Plum Creek, a Planned Residential Unit Development, attached hereto as **EXHIBIT "C"**, was recorded in the recorder's office of Weber County, Utah, on September 15, 2005, as entry no. 2129163 (the "Declaration") by the Village at Plum Creek, L.L.C., a Utah limited liability company (the "Declarant");

1.2.2. THEREFORE, pursuant to the definition of the term "association" in section 102(2) of the Utah Community Association Act (the "Association Act"), the Association is subject to the Association Act, the Declaration, and all other duly adopted governing documents of the Association; and

1.2.3. WHEREAS, Article 1.15 of the Declaration defines the term Declarant to mean "Village at Plum Creek, L.L.C., and its successors and assigns;" and

1.3. VILLAGE AT PLUM CREEK HOME OWNERS, L.L.C.

1.3.1. WHEREAS, the Utah Department of Commerce informed the Association by letter for the second time on or about May 19, 2010, that the name of a Utah limited liability company may not contain the word "association", and that the Association's name must be changed or modified in compliance with statutory requirements or the L.L.C. would be administratively dissolved; and

1.3.2. WHEREAS, in response to the Application for Reinstatement for Utah Business Entity No. 5864166-0160, attached hereto as **EXHIBIT "D"**, filed with the Utah Department of Commerce on or about August 10, 2011, the Association was reinstated, its name was changed to the "Village at Plum Creek Home Owners, L.L.C.", and it retained Utah entity no. 5864166-0160; and

1.3.3. WHEREAS, an amendment to the Declaration, attached hereto as **EXHIBIT "E"**, was recorded in the recorder's office of Weber County, Utah, on September 1, 2011, as entry no. 2540009 (the "Amendment") that amended the Declaration to reflect the change in the Association's name; and

1.3.4. WHEREAS, according to state records, Utah entity no. 5864166-0160 expired for failure to file an annual renewal as of June 27, 2013, and was never renewed; and

1.4. VILLAGE AT PLUM CREEK HOA

1.4.1. WHEREAS, some nine years after the Plum Creek L.L.C. expired for failure to file an annual renewal, the Association was reorganized as "Village at Plum Creek HOA", a Utah nonprofit corporation, and was assigned Utah entity no. 12755348-0140 on or about March 15, 2022, the Articles of Incorporation of which are attached hereto as **EXHIBIT "F"**; and

1.4.2. WHEREAS, the status of the nonprofit Association remains current as of the date of the recording of this instrument;

1.4.3. THEREFORE, the Association was originally organized as "Village at Plum Creek Home Owners Association, L.L.C.", a Utah limited liability company, was renamed "Village at Plum Creek Home Owners, L.L.C.", and was later re-organized and is now known as "Village at Plum Creek HOA", a Utah nonprofit corporation, and, by virtue of being organized as a Utah nonprofit corporation, the Association is subject to the Utah Revised Nonprofit Corporation Act (the Nonprofit Act); and

2. RECITALS – ANNEXATION

2.1. PHASE 1

2.1.1. WHEREAS, a plat of a subdivision entitled “Village at Plum Creek, A Planned Residential Unit Development – Phase 1”, attached hereto as **EXHIBIT “G”**, was recorded in the recorder’s office of Weber County, Utah, on September 15, 2005, as entry no. 2129161 (the “Phase 1 Plat”) with the Declaration by owners of the tract of land therein described, the owners being Village at Plum Creek, L.L.C., a Utah limited liability company, and H & A Development, L.L.C., a Utah limited liability company (the “Phase 1 Landowners”); and

2.1.2. WHEREAS, in the Owners Dedication of the Phase 1 Plat, the Phase 1 Landowners did “grant and convey to the Village at Plum Creek Home Owners Association, L.L.C., a Utah limited liability company, all those parts or portions of said tract of land designated as Common Area to be used for the common use and enjoyment of the lots owners, subject to the easements granted herein or otherwise granted or reserved under the Declaration of Covenants, Conditions and Restrictions recorded herewith;” and

2.1.3. WHEREAS, records of Weber County, Utah, show that the Declaration was recorded against each lot and the common area shown in the Phase 1 Plat on September 15, 2005;

2.1.4. THEREFORE, all of the lots and common area of phase 1 of the Association were subjected to the Association Act, the Declaration, and to all other duly adopted governing documents of the Association; and

2.2. PHASE 2

2.2.1. WHEREAS, a plat of a subdivision entitled “Village at Plum Creek, A Planned Residential Unit Development – Phase 2”, attached hereto as **EXHIBIT “H”**, was recorded in the recorder’s office of Weber County, Utah, on September 15, 2005, as entry no. 2129162 (the “Phase 2 Plat”) with the Declaration by owners of the tract of land therein described, the owners being the same as the Phase 1 Landowners (also the “Phase 2 Landowners”); and

2.2.2. WHEREAS, in the Owners Dedication of the Phase 2 Plat, the Phase 2 Landowners did “grant and convey to the Village at H & A Development, all those parts or portions of said tract of land designated as Common Area to be used for the common use and enjoyment of the lots owners, subject to the easements granted herein or otherwise granted or reserved under the Declaration of Covenants, Conditions and Restrictions recorded herewith;” and

2.2.3. WHEREAS, the grantee in the Owners Dedication of the Phase 2 Plat, which is listed as “Village at H & A Development”, appears to be a typographical error that mistakenly combines a portion of the actual name of the Association at the time the Phase 2 Plat was recorded with a portion of the name of one of the Phase 2 Landowners; and

2.2.4. WHEREAS, there is no record of any legal entity by the name of “Village at H & A Development” or the like ever having been registered in the State of Utah; and

2.2.5. WHEREAS, the title of the Phase 2 Plat indicates that the intent of the Phase 2 Landowners was to list the grantee in the Owners Dedication of the Phase 2 Plat as “Village at Plum Creek Homeowners Association, L.L.C., a Utah limited liability company,” consistent with that of the Phase 1 Plat;

2.2.6. WHEREAS, the Phase 2 Landowners were both Utah legal entities that each expired for failure to file an annual renewal; and

2.2.7. WHEREAS, records of Weber County, Utah, show that the Declaration was recorded against each lot and the common area shown in the Phase 2 Plat on September 15, 2005;

2.2.8. THEREFORE, the grantee listed in the Owners Dedication of the Phase 2 Plat was intended by the Phase 2 Landowners to be the same as that of the Phase 1 Plat, which is “Village at Plum Creek Home Owners Association, L.L.C., a Utah limited liability company”; and

2.2.9. THEREFORE, all of the lots and common area of phase 2 of the Association were subjected to the Association Act, the Declaration, and to all other duly adopted governing documents of the Association; and

2.3. ANNEXATION AUTHORITY AND CONDITIONS

2.3.1. WHEREAS, Article 2.2 of the Declaration authorizes the Declarant in its sole discretion to annex into the Association all or part of the land defined therein as “Undeveloped Land” by duly recording in the recorder’s office of Weber County, Utah, a subdivision plat covering the land to be annexed and a supplemental amendment which describes the land to be annexed and includes other required information (the foregoing subdivision plat and supplemental amendment with its required information herein referred to as the “Annexation Requirements”); and

2.3.2. WHEREAS, Article 2.3 of the Declaration establishes an expiration date for the Declarant’s right to annex land of September 15, 2025 (the “Declarant Annexation Deadline”);

2.3.3. THEREFORE, under the terms of the Declaration, the Declarant (and its successors and assigns) has the right in its sole discretion to annex all or part of the Undeveloped Land

by duly recording an instrument consistent with the Annexation Requirements in the recorder's office of Weber County, Utah, prior to the Declarant Annexation Deadline; and

2.3.4. WHEREAS, prior to the Declarant Annexation Deadline, a supplemental amendment to the Declaration in substantial compliance with the Annexation Requirements, attached hereto as **EXHIBIT "I"**, was recorded in the recorder's office of Weber County, Utah, on March 17, 2020, as entry no. 3041409 (the "Supplemental Amendment") that annexed all the Undeveloped Land into the Association;

2.3.5. THEREFORE, pursuant to the duly recorded Supplemental Amendment, all of the Undeveloped Land was annexed into the Association on March 17, 2020; and

2.4. PHASE 3

2.4.1. WHEREAS, a plat of a subdivision entitled "Village at Plum Creek P.R.U.D. – Phase 3", attached hereto as **EXHIBIT "J"**, was recorded in the recorder's office of Weber County, Utah, on March 17, 2020, as entry no. 3041408 (the "Phase 3 Plat") by owners of the tract of land therein described, the owners being: Out Of The Box Investing, L.L.C.; Grulz Management P.C., a Utah corporation; Phil B. Douglass; and Traci G. Douglass (the "Phase 3 Landowners"); and

2.4.2. WHEREAS, in the Owners Dedication of the Phase 3 Plat, the Phase 3 Landowners did "grant and convey to the Village at Plum Creek Home Owners, L.L.C., a Utah limited liability company, the association of unit owners, all those parts or portion of said tract of land designated as common area, to be used for the common use and enjoyment of the unit owners as members of such association, subject to these easement rights granted to Ogden City herein;" and

2.4.3. WHEREAS, the tract of land described in the Phase 3 Plat was a part of the Undeveloped Land; and

2.4.4. WHEREAS, consistent with the grantee name in the Owner Dedication of the Phase 3 Plat, the Association's name had been changed to Village at Plum Creek Home Owners, L.L.C., before the Phase 3 Plat was recorded and before the Association was reorganized as Village at Plum Creek HOA, a Utah nonprofit corporation; and

2.4.5. WHEREAS, as reaffirmed by the signatures of the Association's board of directors herein below, the Association acknowledged and accepted the Phase 3 Landowners as a successor or assignee of the Declarant; and

2.4.6. WHEREAS, records of Weber County, Utah, show that the Declaration and the Supplemental Amendment was recorded against each lot and the common area shown in the Phase 3 Plat;

2.4.7. THEREFORE, all of the lots and common area of phase 3 of the Association were subjected to the Association Act, the Declaration, and to all other duly adopted governing documents of the Association; and

2.5. PHASE 4

2.5.1. WHEREAS, a plat of a subdivision entitled “Village at Plum Creek P.R.U.D. – Phase 4”, attached hereto as **EXHIBIT “K”**, was recorded in the recorder’s office of Weber County, Utah, on June 20, 2020, as entry no. 3059137 (the “Phase 4 Plat”) by owners of the tract of land therein described, being the same as the Phase 3 Landowners (also the “Phase 4 Landowners”); and

2.5.2. WHEREAS, in the Owners Dedication of the Phase 4 Plat, the Phase 4 Landowners did “grant and convey to the Village at Plum Creek Home Owners, L.L.C., a Utah limited liability company, the association of unit owners, all those parts or portion of said tract of land designated as common area, to be used for the common use and enjoyment of the unit owners as members of such association, subject to these easement rights granted to Ogden City herein;” and

2.5.3. WHEREAS, the tract of land described in the Phase 4 Plat was a part of the Undeveloped Land; and

2.5.4. WHEREAS, consistent with the grantee name in the Owner Dedication of the Phase 4 Plat, the Association’s name had been changed to Village at Plum Creek Home Owners, L.L.C., before the Phase 4 Plat was recorded and before the Association was reorganized as Village at Plum Creek HOA, a Utah nonprofit corporation; and

2.5.5. WHEREAS, as reaffirmed by the signatures of the Association’s board of directors herein below, the Association acknowledged and accepted the Phase 4 Landowners as a successor or assignee of the Declarant; and

2.5.6. WHEREAS, records of Weber County, Utah, show that the Supplemental Amendment was recorded against each lot and the common area shown in the Phase 4 Plat;

2.5.7. THEREFORE, all of the lots and common area of phase 4 of the Association were subjected to the Association Act, the Declaration, and to all other duly adopted governing documents of the Association; and

2.6. PHASE 5

2.6.1. WHEREAS, a plat of a subdivision entitled “Village at Plum Creek P.R.U.D. – Phase 5”, attached hereto as **EXHIBIT “L”**, was recorded in the recorder’s office of Weber County, Utah, on June 6, 2022, as entry no. 3244625 (the “Phase 5 Plat”) by owners of the tract of land therein described, the owners being Countryside Homes and Landscapes Inc., a Utah corporation (the “Phase 5 Landowners”); and

2.6.2. WHEREAS, in the Owners Dedication of the Phase 5 Plat, the Phase 5 Landowners did “grant and convey to the Village at Plum Creek Home Owners, L.L.C., a Utah limited liability company, the association of unit owners, all those parts or portion of said tract of land designated as common area, to be used for the common use and enjoyment of the unit owners as members of such association, subject to these easement rights granted to Ogden City herein;” and

2.6.3. WHEREAS, the tract of land described in the Phase 5 Plat was a part of the Undeveloped Land; and

2.6.4. WHEREAS, consistent with the grantee name in the Owner Dedication of the Phase 3 Plat, the Association’s name had been changed to Village at Plum Creek Home Owners, L.L.C., before the Phase 5 Plat was recorded; and

2.6.5. WHEREAS, as reaffirmed by the signatures of the Association’s board of directors herein below, the Association acknowledged and accepted the Phase 3 Landowners as a successor or assignee of the Declarant; and

2.6.6. WHEREAS, records of Weber County, Utah, show that the Declaration and the Supplemental Amendment was recorded against each lot and the common area shown in the Phase 3 Plat;

2.6.7. THEREFORE, all of the lots and common area of phase 5 of the Association were subjected to the Association Act, the Declaration, and to all other duly adopted governing documents of the Association; and

2.7. CONCLUSION

2.7.1. THEREFORE, the Association is currently organized as Village at Plum Creek HOA”, a Utah nonprofit corporation, the successor of Village at Plum Creek Home Owners Association, L.L.C.”, a Utah limited liability company, which was renamed Village at Plum Creek Home Owners, L.L.C., and

2.7.2. THEREFORE, by virtue of the Association being organized as a Utah nonprofit corporation, the Articles of Incorporation of which are recorded herewith as **EXHIBIT “E”**, the Association is subject to the Nonprofit Act; and

2.7.3. THEREFORE, phases 1 and 2 were originally incorporated into the Association¹; and

2.7.4. THEREFORE, phases 3-5 have been annexed into the Association; and

2.7.5. THEREFORE, the Declaration, Supplemental Amendment, and the plats for phases 1-5 are all being recorded herewith as exhibits; and

¹ See Decl., Recitals, Art. 1.13, and EXHIBIT “A”

2.7.6. WHEREAS, the Association, by the signatures of its board of directors herein below, hereby waives any irregularities related to the Association's succession in organizational structure, the annexation of the Undeveloped Land, and the Declarant's successors and assigns;

2.7.7. THEREFORE, all of the lots and common area in all phases of the development are subject to the Association Act, the Declaration, the Supplemental Amendment, and to all other duly adopted governing documents of the Association.

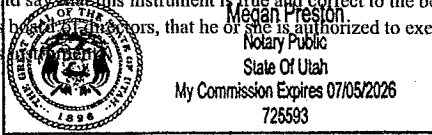
IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Association's board of directors, have adopted and executed this instrument on behalf of the Association and hereby authorize its recording.

Signed: [Signature]
Randy Lucero, Director

Date: 06 Mar 2023

STATE OF UTAH)
 Salt Lake : ss
COUNTY OF *WEBER*)

On the above-written date, Randy Lucero, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that this instrument is true and correct to the best of his or her knowledge and belief, that he or she is a member of the Association's board of directors, that he or she is authorized to execute the same on behalf of the Association, and that the Association shall be bound by this instrument.



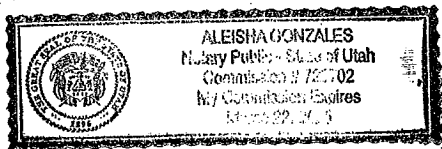
[Signature]
NOTARY PUBLIC SIGNATURE

Signed: [Signature]
Kenneth Kachold, Director

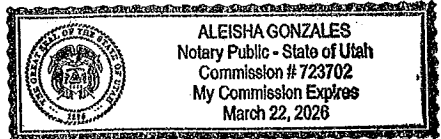
Date: 10 April 2023

STATE OF UTAH)
 Weber : ss
COUNTY OF *WEBER*)

On the above-written date, Kenneth Kachold, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that this instrument is true and correct to the best of his or her knowledge and belief, that he or she is a member of the Association's board of directors, that he or she is authorized to execute the same on behalf of the Association, and that the Association shall be bound by this instrument.



[Signature]
NOTARY PUBLIC SIGNATURE

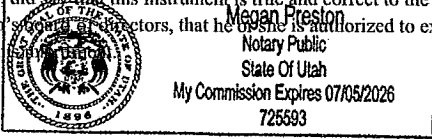


Signed: [Signature]
Brett Preston, Director

Date: 06 MARCH, 2023

STATE OF UTAH)
Salt Lake : ss
COUNTY OF WEBBER up)

On the above-written date, Brett Preston, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that this instrument is true and correct to the best of his or her knowledge and belief, that he or she is a member of the Association's board of directors, that he or she is authorized to execute the same on behalf of the Association, and that the Association shall be bound by this instrument.



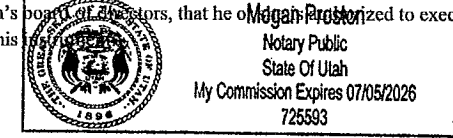
[Signature]
NOTARY PUBLIC SIGNATURE

Signed: [Signature]
Chelsey Cox, Director

Date: 4/6/23

STATE OF UTAH)
Salt Lake : ss
COUNTY OF WEBBER up)

On the above-written date, Chelsey Cox, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that this instrument is true and correct to the best of his or her knowledge and belief, that he or she is a member of the Association's board of directors, that he or she is authorized to execute the same on behalf of the Association, and that the Association shall be bound by this instrument.



[Signature]
NOTARY PUBLIC SIGNATURE

Signed: [Signature]
Megan Buelte, Director

Date: 06 March 2023

STATE OF UTAH)
Salt Lake : ss
COUNTY OF WEBBER up)

On the above-written date, Megan Buelte, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that this instrument is true and correct to the best of his or her knowledge and belief, that he or she is a member of the Association's board of directors, that he or she is authorized to execute the same on behalf of the Association, and that the Association shall be bound by this instrument.



[Signature]
NOTARY PUBLIC SIGNATURE

EXHIBIT "A"
Legal Description of the Property

PHASE 1: All real property shown on the plat entitled "VILLAGE AT PLUM CREEK, A PLANNED RESIDENTIAL UNIT DEVELOPMENT – PHASE 1," recorded in the Weber County, Utah, recorder's office on September 15, 2005, as entry no. 2129161, including parcel nos. 12-211-0001 – 0003.

PHASE 2: All real property shown on the plat entitled "VILLAGE AT PLUM CREEK, A PLANNED RESIDENTIAL UNIT DEVELOPMENT – PHASE 2," recorded in the Weber County, Utah, recorder's office on September 15, 2005, as entry no. 2129162, including parcel nos. 12-212-0001 – 0009.

PHASE 3: All real property shown on the plat entitled "VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 3," recorded in the Weber County, Utah, recorder's office on March 17, 2020, as entry no. 3041408, including parcel nos. 12-277-0001 – 0005.

PHASE 4: All real property shown on the plat entitled "VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 4," recorded in the Weber County, Utah, recorder's office on June 3, 2020, as entry no. 3059137, including parcel nos. 12-278-0001 – 0014.

PHASE 5: All real property shown on the plat entitled "VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 5," recorded in the Weber County, Utah, recorder's office on June 6, 2022, as entry no. 3244625, including parcel nos. 12-290-0001 – 0022.

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EXHIBIT "B"

A true and correct copy of the Articles of Organization of Village at Plum Creek Home Owners Association, L.L.C., a Utah limited liability company, Utah business entity no. 5864166-0160, filed with the Utah Department of Commerce on May 16, 2005, is attached following this page.


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RECEIVED

MAR 16 2005

OGDEN TAXPAYER SERVICES
UTAH STATE TAX COMMISSION

**ARTICLES OF ORGANIZATION OF
VILLAGE AT PLUM CREEK
HOME OWNERS ASSOCIATION, L.L.C.
A LIMITED LIABILITY COMPANY**

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved on this 16 day of March, 2005
in the office of this division and hereby issue
this Certificate of thereof.
Examiner Key Date 4/16/05

Kathy Berg
Division Director

**ARTICLE I
ORGANIZER**

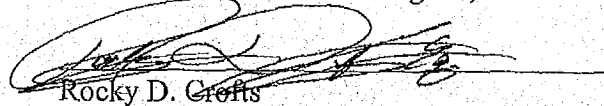
1.1 The undersigned person, each being more than eighteen 18 years of age, do hereby create the Company, pursuant to the Utah Limited Liability Company Act (the "Act") at U.C. 48-2c-§101-§1902, and adopt the following Articles of Organization.

**ARTICLE II
NAME**

2.1 The name of this limited liability company is Village at Plum Creek Home Owners Association, L.L.C., referred to in these Articles of Organization as the "Company".

**ARTICLE III
REGISTERED OFFICE AND AGENT**

3.1 The designated office and the Company's registered office is 5100 South Washington Blvd. Ogden, Utah 84405. The Company's initial registered agent is Rocky D. Crofts, whose office is located at 4723 South Harrison Blvd. Ogden, Utah 84403.



Rocky D. Crofts
REGISTERED AGENT, Accepting designation as
registered agent of this limited liability company.

3.2 The Division of Corporations and Commercial Code of the Department of Commerce (the "Division") is appointed the agent of the Company of process if the above agent has resigned, the agent's authority has been revoked, or the agent cannot be found or served with the exercise of reasonable diligence.

Date: 03/21/2005
Receipt Number: 1408905
Amount Paid: \$52.00

VILLAGE AT PLUM CREEK
HOMEOWNERS ASSOCIATION, LLC
ARTICLES OF
ORGANIZATION

1

5864166

**ARTICLE IV
DURATION**

4.1 Unless dissolved earlier, the Company will dissolve automatically on January 1, 2055. Except for prior amendment to this Article III, no act by the Company or its members can avoid the dissolution.

**ARTICLE V
PURPOSE AND POWERS**

5.1 The Company is organized for any legal and lawful purpose permitted under the Act.

5.2 The Company shall have any and all powers provided or permitted under the Act and may use those powers to any legal and lawful purpose.

**ARTICLE VI
MANAGEMENT BY MEMBERS**

6.1 The Company will be managed by members, as further provided for in the Company's operating agreement. The names and addresses of the initial members are:

1. Phil Hancock

Corporate Office
5100 S. 375 E., Ste A
Ogden, UT 84405-4501

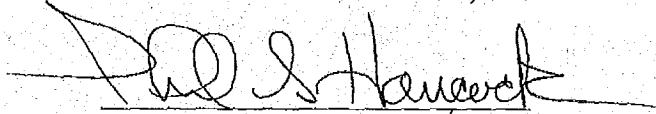
**ARTICLE VII
OPERATING AGREEMENT**

7.1 The members of the Company may adopt an operating agreement and incorporate any provisions therein not inconsistent with the Act.

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DATED THIS 17 DAY OF March, 2005.

VILLAGE AT PLUM CREEK HOME OWNERS
ASSOCIATION PHASE III , L.L.C.



BY: Phil S Hancock

ITS: Organizer

VILLAGE AT PLUM CREEK
HOMEOWNERS ASSOCIATION, LLC
ARTICLES OF
ORGANIZATION

3

Date: 03/21/2005

Receipt Number: 1406509

Amount Paid: \$52.00

EXHIBIT "C"

A true and correct copy of the Declaration of Covenants, Conditions and Restrictions of Village at Plum Creek, a Planned Residential Unit Development, recorded in the recorder's office of Weber County, Utah, on September 15, 2005, as entry no. 2129163 is attached following this page.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EN 2129163 PG 1 OF 39
DOUG CROFTS, WEBER COUNTY RECORDER
15-SEP-05 046 AM FEE \$96.00 DEP JPM
REC FOR: VILLAGE AT PLUM CREEK

12-211-0001 TO 0003 ✓
12-212-0001 TO 0009 ✓
12-044-0019 ✓ KL

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
VILLAGE AT PLUM CREEK
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
VILLAGE AT PLUM CREEK
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

THIS DECLARATION is made and executed this 1st day of September, 20 05 by Village at Plum Creek, L.L.C., a Utah Limited Liability Company, (the "Declarant").

RECITALS:

A. Declarant is the record owner of that certain tract of land (the "Property") in the city of Ogden, County of Weber, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. Declarant desires to create on said Property a residential development with landscaped Common Areas.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas and Limited Common Areas in the official records of Weber County, State of Utah.

C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas and Limited Common Areas, collect and disburse the assessments and charges provided for in the Declaration and otherwise administer and enforce the provisions of the Declaration. For such purposes, Declarant has caused to be organized under the laws of the State of Utah, as a limited liability company, the Village at Plum Creek Home Owners Association, LLC (the "Association").

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

ARTICLE I - DEFINITIONS

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

1.1 Association shall mean the Village at Plum Creek Home Owners Association, L.L.C. a Utah limited liability company.

1.2 Board shall mean the Board of Trustees of the Association.

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1.3 Common Areas shall mean all property, including streets, roadways, rights-of-way and utilities, owned or designated on the recorded plat as being owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto. The Common Areas shall not include the Limited Common Areas.

1.4 Limited Common Areas shall mean or refer to those common areas designated on the recorded subdivision Plats as reserved for the use and benefit of each Residential Lot to the exclusion of all other Owners. The driveways and other areas designated on the subdivision Plat are deemed Limited Common Areas.

1.5 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions of Village at Plum Creek, a Planned Development.

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

1.7 Living Unit shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the same Residential Lot and used in conjunction with such residence.

1.8 Managing Agent shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 4.01 of Article IV of this Declaration.

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

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

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

1.12 Residential Lot shall mean and refer to any one of the ten (10) lots of land within the boundary of the Property as shown upon and designated on the Plat.

1.13 Plat shall mean and refer to the Plats of Village at Plum Creek Phase 1 and Phase 2, A Planned Residential Unit Development, prepared and certified by M. Scott Nelson, a licensed professional engineer, executed and acknowledged by Declarant on _____, 2004, which is being recorded in the official records of Weber County, Utah, shortly before the recording of this Declaration.

1.14 Member shall mean and refer to every person who holds membership in the Association.

1.15 Declarant shall mean Village at Plum Creek, L.L.C., and its successors and assigns.

1.16 Roadways shall mean that portion of the Common Areas consisting of the streets and roads within the Property for the use and benefit of the Owners as such are identified and depicted on the Plat.

1.17 Undeveloped Land shall, at any point in time, mean all of the land more particularly described in Exhibit "C" attached hereto and made a part hereof, excluding any portion or portions of such land comprising the Property and any other portion or portions of such land improved with the completed above-ground residential structures and related on-site and off-site improvements ordinarily in existence when a tract of land is considered to be fully developed. So long as it is not arbitrary, Declarant's determination as to when any of the land described in Exhibit "C" ceases to be Undeveloped Land shall be conclusive.

ARTICLE II - SUBMISSION AND DIVISION OF PROJECT

2.1 Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Weber County, State of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof. The Property is being subdivided into ten (10) Lots, identified as Lots 1 through 10, Village at Plum Creek, A Planned Residential Unit Development, as identified in the Plat.

2.2 Annexation by Declarant. Declarant may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of the lands initially constituting the Undeveloped Land. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Weber County, Utah, of (a) a subdivision plat or map covering the land to be annexed and (b) a supplemental declaration which (i) describes the land to be annexed or incorporated by reference to the description contained in the subdivision plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land, (iv) states which portions

of the annexed land are Common Areas and Limited Common Areas, if any, and which portions are Residential Lots and which portions are within any new land classification, provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration or in another supplemental declaration previously filed with respect to some portion of the Property, and (v) describes generally any improvements situated on the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Property.

2.3 Limitation on Annexation. Declarant's right to annex land to the Property shall be subject to the following limitations:

(a) The annexed land must be part of the land which is Undeveloped Land as of the date of this Declaration.

(b) Declarant's right to annex land to the Property shall expire twenty (20) years after this Declaration was first filed for record in the office of the county recorder of Weber County, Utah.

2.4 Annexation by the Association. Notwithstanding the limitations on annexation set forth in Section 2.03 of this Article, the Association may annex land to the Property by satisfying the requirements set forth in Section 2.2 of this Article and by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 2/3 of the Members of each class of the Association's voting membership. Nothing in this paragraph shall be construed to require any prior approval for, or to limit or present, any annexation performed by Declarant pursuant to Section 2.2 of this Article so long as such annexation satisfies the limitations set forth in Section 2.3 of this Article.

2.5 No Obligation to Annex or Develop. Declarant has no obligation hereunder to annex any additional land to the Property or to develop or preserve any portion of the Undeveloped Land in any particular way or according to any particular time schedule. No land other than the Property as defined on the date hereof and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Declarant or described or referred to in any documents executed or recorded by Declarant.

2.6 Division into Lots and Common Areas. The Property is hereby divided into ten (10) Lots, each consisting of a fee simple interest in a portion of the Property as set forth in the Plat. All portions of the Property not designated as Lots shall constitute the Common Area, which shall be owned by the Association for the benefit of all Owners in accordance with the provisions of this Declaration, or Limited Common Areas, which shall be owned by the Association for the benefit of the Owner(s) of the Lot(s) appurtenant to such Limited Common Area in accordance with the provisions of this Declaration.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner upon acquiring title to a Residential Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such Residential Lot ceases for any reason, at which time his/her membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

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

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

Class B. Declarant shall be the sole Class B Member. The Class B Member shall be entitled to five votes for each Residential Lot which it owns. Declarant shall have ten votes (10) for every one-half (½) acre of undeveloped land recorded in Exhibit "C" attached hereto and five votes (5) for each unit it owns. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

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

(b) December 31, 2014.

3.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Residential Lot, the vote relating to such Residential Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Residential Lot. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Lot concerned unless an objection is made at the meeting by another Owner of the same Residential Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

3.4 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document to him/her of his/her Residential Lot and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Residential Lots. Any Owner who mortgages his Residential lot or any interest therein by a Mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the

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Association of the name and address of the mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

ARTICLE IV - OPERATION AND MAINTENANCE

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

- (a) The association shall accept all owners as Members of the Association.
- (b) The Association shall accept title to all Common Areas and Limited Common Areas conveyed to it by the Declarant.
- (c) The Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas, including snow removal, and shall keep the same in good, clean, attractive, safe and sanitary condition, unless, until and except to the extent that such responsibility is transferred to and accepted by some other authority, public agency, or utility, and such transfer is agreed to by Members holding at least two-thirds (2/3) of the votes of each class of membership of the Association.
- (d) In addition to maintenance of the Common Areas, the Association shall also provide and be responsible for snow removal from all private roadways, sidewalks in the Common Areas and sidewalks and driveways located within Residential Lots and the exterior maintenance and upkeep of each of the Residential Lots subject to assessment hereunder as follows: water, mow, cut, prune and replace as needed all lawns, trees, shrubbery, flowers and other landscaping features located on any portion of a Lot which lies between the boundaries of the Lot and the extremities of the Living Unit located thereon. In addition, the Association shall also provide and be responsible for the maintenance of the exterior of the Living Units including the maintenance, repair and replacement of the roof and exterior siding of the Units, including the fascia and soffit, and the maintenance of the exterior of all garages within the Project. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the Owner shall be obligated to immediately reimburse the Association for the cost thereof. The Owner's obligation to reimburse the Association for the cost of such maintenance or repairs shall be secured by a lien against the Owner's Lot in the same manner as provided in Article V below with respect to Monthly Assessments and Special Assessments. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments, levied upon any portion of the Common

Areas and Limited Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

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

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

4.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Organization, together with its general powers as a limited liability company, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Residential Lot for the purpose of maintaining and repairing such Residential Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Residential Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Residential Lot in violation of Articles VII or VIII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas, Limited Common Areas, and Residential Lots (to the extent required herein or necessitated by the failure of the

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

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

(9) Maintenance, repair and replacement of the roof or exterior walls of the Residential Units, on such terms and conditions as the Board shall deem appropriate.

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

(d) Upon thirty (30) days prior written notice to the Owner, the Association shall have the power and authority to hire a responsible corporation, partnership, firm, person or other entity, to maintain all of an Owner's Lot should the Owner thereof fail to properly maintain the same. The cost to maintain a Lot for an Owner shall be charged to the Owner and may be included in the next scheduled monthly assessment to the Owner.

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

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

ARTICLE V - ASSESSMENTS

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

the grantee therefor.

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5.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas and Limited Common Areas; maintenance, repair, and improvements of the Common Areas and Limited Common Areas; management and supervision of the Common Areas and Limited Common Areas; establishing and funding of a reserve to cover major repair or replacement of improvements within the Common Areas and Limited Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Organization. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Areas and Limited Common Areas that must be maintained, repaired or replaced on a periodic basis.

5.3 Monthly Assessments. The Board shall from time to time and in its discretion set the amount of the monthly assessment in an amount reasonably estimated by the Board to be sufficient to meet the obligations imposed by this Declaration and on the basis specified in Section 5.7 below.

5.4 Special Assessments. From and after the date set under Section 5.8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas and Limited Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5 Quorum Requirements. The quorum at any meeting required for any action authorized by Section 5.4 above, shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 5.4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

5.6 Special Assessment on Specific Residential Lots. In addition to the monthly assessment and any special assessment authorized pursuant to Section 5.4 above, the Board may levy at any time special assessments (a) on every Residential Lot especially benefitted by any improvement to adjacent

Roadways, sidewalks, planting areas or other portions of the Common Areas or Limited Common Areas made on the written request of the Owner of the Residential Lot to be charged, (b) on every Residential Lot the Owner or occupant of which shall cause any damage to the Common Areas and/or Limited Common Areas necessitating repairs, and (c) on every Residential Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 4.2(a) of Article IV or other provisions of this Declaration. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Residential Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a special assessment against the Residential Lots benefitted.

5.7 Uniform Rate of Assessment. All monthly and special assessments authorized by Section 5.3 or 5.4 above shall be fixed at a uniform rate for all Residential Lots; provided, however, that until a Residential Lot has been both fully improved with a Living Unit and occupied for the first time for residential purposes, the monthly assessment applicable to such Residential Lot shall be ten percent (10%) of the monthly assessment which would otherwise apply to such Residential Lot. No amendment of this Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Owners of all Residential Lots adversely affected.

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

5.9 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Residential Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Residential Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

5.10 Effect of Nonpayment - Remedies. Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Residential Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Residential Lot, or both. Any judgment obtained by the

Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

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

ARTICLE VI - PROPERTY RIGHTS AND CONVEYANCES

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

6.2 Easement Concerning Limited Common Areas. The Association shall have a non-exclusive drainage and public utility easement and an easement for maintenance in and to the Limited Common Areas. With the exception of the rights and easements granted to the Association, the Owner(s) of a Residential Lot shall have the exclusive use of all Limited Common Areas appurtenant to their Residential Lot. Namely, the driveway in front of each Unit shall be Limited Common Area to each such Unit.

6.3 Form of Conveyancing; Leases. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Residential Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ of Village at Plum Creek Phase __, A Planned Residential Unit

Development, according to the Plat thereof recorded in Book _____, Page _____, of the Official Records of Weber County, which Lot is contained within Village at Plum Creek Phase __, A Planned Residential Unit Development identified in the "Declaration of Covenants, Conditions, and Restrictions of Village at Plum Creek Phase __, A Planned Residential Unit Development" recorded in Book _____ at Page _____. SUBJECT TO the covenants, conditions, restrictions, easements, charges and liens provided for in said Declaration of Covenants, Conditions and Restrictions.

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

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

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

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

(b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Residential Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

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

school children, and providing any other governmental or municipal service; and

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

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

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

6.8 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Living Units on Residential Lots, (b) improvement of the Common Areas and Limited

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Common Areas and construction, installation and maintenance thereon of Roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of Roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty (20) years after the date on which this Declaration was first filed for record in the Office of the County Recorder of Weber County, Utah.

ARTICLE VII - LAND USE RESTRICTIONS AND OBLIGATIONS

7.1 General Restrictions and Requirements.

- (a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed by Declarant to a purchaser shall be made or done except upon strict compliance with the provisions of this Article VII and the provisions of Article VIII.
- (b) Residential Lots shall be used only for single-family residential purposes, and no more than one Living Unit shall be constructed on any Residential Lot. The facilities and improvements constituting part of the Common Areas shall be used only for the purposes and uses for which they are designed. Common Areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots and Living Units or the Common Areas.
- (c) Businesses, professions or trades may be operated or maintained in a Residential Lot subject to the prior written approval of the Board, which approval shall not be unreasonably withheld, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the project, (iii) may not be observable from outside the Residential Lot, and (iv) may only be carried on following approval from Ogden City pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain businesses, professions or trade which rely heavily on the Internet and other similar type of technological advances may be operated or maintained within a Residential Lot, subject to the foregoing limitations and all other limitations of this Declaration.
- (d) No noxious or offensive activity shall be carried on upon any Residential Lot,

nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots and Living Units or the Common Areas and Limited Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and Living Unit thereon, shall be placed or used upon any Residential Lot without the prior written approval of the Design Committee.

(e) An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the right of the City of Ogden and any other governmental or quasi-governmental body having jurisdiction over the Land to enjoy access and rights or ingress and egress over and across any private street, parking area, walkway, or open area contained within the transporting school children, and providing any other governmental or municipal service.

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

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

(h) Declarant intends to construct a common party wall or fence between some of the connected Living Units, commencing at the back of the connected Living Units and extending away from the Living Units. All such walls and fences on the Common Areas or Limited Common Areas shall be maintained jointly in equal shares by the Owners of the Residential Lots abutting such fence or wall. The Owners may not create a fenced enclosure in the rear of a Living Unit. All land between such walls or fences shall be Limited Common Area appurtenant to the adjoining Unit and shall be maintained by the Association.

(i) Each Owner shall be responsible to maintain the Owner's side of the common wall adjacent and connected to Owner's Living Unit, all at Owner's expense. No Owner shall make any modifications to a Living Unit which would in any way impair or affect the structural soundness of the attached Living Unit.

(j) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Residential Lots, Roadways, Limited Common Areas, or Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

- (k) No Residential Lot shall be resubdivided.
- (l) All improvements shall be constructed in accordance with applicable building line and setback provisions of zoning ordinances.
- (m) All structures constructed on any Residential Lot shall be constructed with new materials unless otherwise permitted by the Design Committee; and no used structures shall be relocated or placed on any Residential Lot.
- (n) No structure or improvement having a height of more than two (2) stories shall be constructed on any Residential Lot; provided, however, that the height of a structure or improvement may exceed two (2) stories if permitted by law and if the Design Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.
- (o) No dwelling shall be permitted on Residential Lots with the ground floor area of the main structure, exclusive of open porches and garages, of less than four hundred (400) square feet.
- (p) Living Units on all Residential Lots shall have a minimum of a one (1) car attached garage.
- (q) Roof and materials shall be architectural grade asphalt shingles as approved by the Design Committee or other high quality roofing materials. All replacement of shingles shall be made by the Association at the expense of the Association so as to maintain uniformity throughout the project.
- (r) The exterior covering of all Living Units shall be of brick, stone, vinyl siding, and stucco, as determined by the Declarant. Once a Residential Unit is constructed, no Owner shall change or alter the exterior covering of the Unit unless prior written approval is obtained from the Design Committee.
- (s) No Living Unit shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved by the Design Committee.
- (t) No accessory building shall be constructed upon any Residential Lot unless specifically allowed by architectural standards prior approved by the Design Committee. In the absence of any architectural standards, no such accessory building shall be allowed.

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(u) No exterior lighting of any sort shall be installed or maintained on a Residential Lot if the light source shines directly into a neighboring residence.

(v) No Living Unit shall be occupied until the same is substantially completed in accordance with the plans of the Unit type.

(w) No Owner of any Residential Lot, except Declarant, shall build or permit the building thereon of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by the Design Committee.

(x) No improvement which suffers partial or total destruction shall be allowed to remain on any Residential Lot in such a state for more than three (3) months after the date of such destruction.

(y) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.

(z) No fuel tanks or similar storage facilities shall be constructed or used on any Residential Lot or in the Common Areas.

(aa) No exterior antenna or satellite dish of any sort shall be installed or maintained on any Residential Lot except of a height, size and type approved by the Design Committee. No activity shall be conducted within the Property which interferes with television or radio reception.

(bb) No outside clotheslines and other outside clothes drying or airing facilities shall be maintained on any Residential Lot unless the same is maintained within a fenced enclosure and not visible from the Roadways.

(cc) No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted upon any Residential Lot or the Common or Limited Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Residential Lot or the Common Areas or Limited Common Areas. There shall be no water well developed on any Residential Lot by the Owner thereof unless (i) a permit is first obtained from the Board and (ii) the Board first approves the location and facilities used in connection with such well.

(dd) There shall be no blasting or discharge of explosives upon any Residential Lot or the Common and Limited Common Areas except as permitted by the Board; provided that

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this provision shall in no way limit or restrict Declarant in its activities in connection with and during the development and sale of Residential Lots.

(ee) No signs whatsoever shall be erected or maintained upon any Residential Lot, except:

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

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

(gg) Maintenance of any animals on any Residential Lot shall be subject to the following restrictions and limitations:

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

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

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

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

(ij) There shall be no camping upon any Residential Lot or Common or Limited Common Areas except as permitted by the Board by written license.

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

7.2 Exemption of Declarant. Notwithstanding the provisions of Section 7.1, the Declarant shall have the right to use any Residential Lot or Living Unit owned by it, and any part of the Common Areas and Limited Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas and Limited Common Areas or improvement and sale of all Residential Lots owned by Declarant.

7.3 Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Declarant, so long as it has any interest in any of the Property or Residential Lots;
- (b) Any Owner; or
- (c) The Association.

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

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7.4 Conditional Notes on Plat. Neither the Association nor any Owner of a Residential Lot shall have the authority to waive or alter the conditions or requirements set out as notes on the Plat.

ARTICLE VIII - ARCHITECTURAL CONTROL

8.1 Organization of the Design Committee. There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that such right shall vest in the Board upon the expiration of any continuous period of eighteen (18) months during which Declarant at all times owns less than ten percent (10%) of the Residential Lots then covered by this Declaration. Declarant may voluntarily relinquish control of the Design Committee to the Board at any time. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Board, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.

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

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

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

8.5 Approval Procedure. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or

written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

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

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

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

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

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

8.11 Disclaimer of Liability. neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered

or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

ARTICLE IX - INSURANCE

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

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

9.3 Review of Insurance. The Board shall periodically, and whenever requested by twenty

percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Residential Lot and to the holder of any mortgage on any Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

9.4 Residential Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot and Acts and events thereon.

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

ARTICLE X - CONDEMNATION

10.1 If at any time or times the Common Areas or Limited Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas or Limited Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the

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taking of any portion of the Common Areas or Limited Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Residential Lot in the Association and the Common Areas and Limited Common Areas to such Owner and any first mortgagee of such Residential Lot, as their interests shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

ARTICLE XI - RIGHTS OF FIRST MORTGAGEES

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

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

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

(b) to fail to maintain insurance as required by Article IX. This Section 11.1 may be amended as provided in Section 13.2 of Article XIII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

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

(a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common or Limited Common Areas, except to grant easements for utilities and similar or related purposes, as reserved in Section 6.5 of Article XI hereof; or

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

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This Section 11.2 may be amended as provided in Section 13.2 of Article XIII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

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

11.4 Notice of Matters Affecting Security. The Board shall give written notice to any first mortgagee of a Residential Lot requesting such notice whenever:

- (a) there is any default by the Owner of the Residential Lot subject to the first mortgage in performance of any obligation under this Declaration or the Articles of the Association which is not cured within sixty (60) days after default occurs; or
- (b) damage to the Common Areas from any one occurrence exceeds \$10,000.00;
or
- (c) there is any condemnation or taking by eminent domain of the Residential Lot subject to the first mortgage or of the Common Areas; or
- (d) any of the following matters come up for consideration or effectuation by the Association;
 - (1) abandonment or termination of the Planned Development established by this Declaration;
 - (2) material amendment of the Declaration or the Articles of the Association; or
 - (3) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

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

11.6 Right to Examine Association Records. Any first mortgagee shall have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Residential Lot securing the mortgage; provided, that the foregoing shall not be deemed to impose upon

the Association any obligation to cause its financial statements to be audited.

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

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

ARTICLE XII - PARTY WALLS

12.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Living Units upon the Property and placed on the dividing line between two Residential Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.2 Repair and Maintenance. Each Residential Unit shall share one or two party wall(s), a common roof, a common exterior back wall, and a common exterior front wall, with adjacent Residential Units. The Owners acknowledge that certain repairs or maintenance to the roof or exterior walls of the Residential Units may become necessary, which repairs or maintenance cannot be performed on one Unit only, but may necessarily involve the other attached Units. Therefore, all repairs to the roof and exterior walls of all Units will be made by the Association out of Association funds.

12.3 Destruction of Party Wall, Common Roof or Exterior. If a party wall or common improvement is damaged or destroyed by the fault or negligence of one of the Owners, such damage shall be repaired by the Association to a condition equal to or better than immediately prior to the damage and the negligent Owner or Owner at fault shall reimburse the Association for any and all costs incurred by the Association to cure the damage. Should a party wall be damaged or destroyed by any cause other than by default or by an act of negligence of an Owner of the adjacent Residential Unit, the damage shall be rebuilt or repaired to a condition equal to or better than immediately prior to the damage, at the joint expense of the Owners of the two affected Residential Units, provided that any

amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units. Should a common roof or any part of the exterior wall(s) be damaged or destroyed by any cause other than by fault or by an act of negligence of an Owner of the adjacent Residential Unit, the damage shall be rebuilt or repaired by the Association to a condition equal to or better than immediately prior to the damage, at the expense of the Association, provided that any amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units.

ARTICLE XIII - MISCELLANEOUS

13.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the managing Agent or the President of the Association. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the Managing Agent or any member of the Design Committee.

13.2 Amendment. Except as provided in Section 5.7 of Article V and Article XI, this Declaration may be amended by:

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

13.3 Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 13.03:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence any change in ownership of a Residential Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Residential Lot are secured, the consent of none of such Owners shall be effective.

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

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

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

13.7 Duration. The covenants and restrictions of this Declaration shall remain in effect until twenty (20) years from the date this Declaration was first filed in the office of the County Recorder of Weber County, Utah, after which time they shall be automatically extended for successive periods of

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

13.8 Conditional Use Permit. It is hereby acknowledged and understood that Village at Plum Creek has been granted a Conditional Use Permit by Ogden City based upon its compliance with Ogden City zoning ordinances. Amendments to the Declaration; changes to the Plat, the Common Area, the approved site plan, or landscaping plan; or the conditions of approval, may require an amendment to the Conditional Use Permit and failure to seek such amendment may result in an ordinance violation of a revocation of the Conditional Use Permit.

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

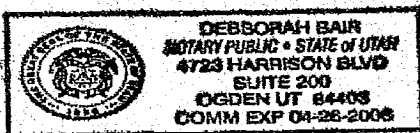
"Declarant"

Village at Plum Creek, L.L.C.
by: Phil S Hancock

Phil S Hancock
Manager

STATE OF UTAH)
)
) : ss
COUNTY OF)

On the 1st day of September, 2005, personally appeared before me Phil S. Hancock who being by me duly sworn did say that they ^{he is a} Manager of said LLC, and that the within and foregoing instrument was signed in behalf of said entity and acknowledged to me that they executed the same.



Deborah Bair
NOTARY PUBLIC

H&A Development
by: Phil S. Hancock
Phil S. Hancock
Agent

STATE OF UTAH)
COUNTY OF) : ss

On the 1st day September, 2005, personally appeared before me Phil S. Hancock who being by me duly sworn did say that ~~they are managers~~ Phil S. Hancock of H&A Development, and that the within and foregoing instrument was signed in behalf of said entity and acknowledged to me that they executed the same.

Deborah Bair
NOTARY PUBLIC



EXHIBIT "A"

PROPERTY

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

Phase 1

A PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, OGDEN CITY, WEBER COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N00°52'04"E 1,167.94 FEET AND N89°09'45"W 471.24 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16 & RUNNING:

THENCE N89°09'45"W 186.10' FEET; THENCE N50°51'47"E 79.27 FEET; THENCE N47°24'34"E 28.00 FEET; THENCE N46°48'17"E 90.15 FEET; THENCE S42°41'40"E 58.36 FEET; THENCE S00°50'15"W 90.53 FEET TO THE POINT OF BEGINNING.

CONTAINS: 13,847 SQ. FT. OR .317 ACRES

Phase 2

PARCEL A

A PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, OGDEN CITY, WEBER COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N00°52'04"E 1,167.94 FEET AND N89°09'45"W 238.10 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16 & RUNNING:

THENCE N89°09'45"W 233.14 FEET ALONG THE RIGHT-OF-WAY OF 700 SOUTH STREET TO THE SOUTHEAST CORNER OF PLUM CREEK PHASE 1 SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PLUM CREEK PHASE 1 SUBDIVISION N00°50'15"E 90.53 FEET; THENCE N89°45'00"E 233.40 FEET; THENCE S00°58'00"W 94.96 FEET TO THE POINT OF BEGINNING.

CONTAINS: 21,632 SQ. FT. OR 0.496 ACRES

PARCEL B

A PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, OGDEN CITY, WEBER COUNTY, AND

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N00°52'04"E 1,134.94 FEET AND N89°09'45"W 657.32 FEET AND N00°50'15"E 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16 & RUNNING:

THENCE N46°47'29"W 131.11 FEET; THENCE N47°17'39"E 88.73 FEET; THENCE N83°18'06"E 34.56 FEET; THENCE N50°23'07"E 99.72 FEET; THENCE S18°00'00"E 23.07 FEET; THENCE S42°41'40"E 88.34 TO THE NORTHWEST CORNER OF THE PLUM CREEK PHASE 1 SUBDIVISION; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY BOUNDARY LINE OF SAID PLUM CREEK PHASE 1 SUBDIVISION; (1) THENCE S46°48'17"W 90.15 FEET; (2) THENCE S47°24'34"W 28.00 FEET; (3) THENCE S50°51'47"W 79.27 FEET TO THE POINT OF BEGINNING.

CONTAINS: 24,931 SQ. FT. OR 0.572 ACRES

103

EXHIBIT "B"

COMMON AREAS

The Common Areas within Village at Plum Creek, P.U.D. shall include all areas described as such as shown and described on the Plats of Village at Plum Creek, a Planned Residential Unit Development, Phase 1 and Village at Plum Creek, a Planned Residential Development, Phase 2 and any other plats later recorded pursuant to Article II above.

Ⓢ

EH 2129163 PG 39 OF 39

EXHIBIT "C"

UNDEVELOPED LAND

A part of the Southwest Quarter of Section 16, Township 6 North, Range 1 West, Salt Lake Base and Meridian, Ogden City, Weber County, and more particularly described as follows:

Beginning at a point 1167.94 feet N00°52'04"E, 657.34 feet N89°09'45"W, from the South Quarter corner of said section 16 and running; Thence N89°09'45"W 231.10 feet; Thence N00°58'00"E 207.42 feet; thence N44°35'40"W 275.18 feet; thence N41°11'40"W 175.49 feet; Thence N38°15'41"W 183.65 feet; Thence S89°30'00"E 121.95 feet; Thence the following seven (7) courses along the West boundary line of Quail Run Subdivision; (1) Thence S10°52'16"E 15.97 feet; (2) Thence S55°45'00"E 103.90 feet; (3) Thence S57°28'00"E 103.85 feet; (4) Thence S40°07'00"E 16.30 feet; (5) Thence N80°43'50"E 188.15 feet; (6) Thence S21°23'15"E 239.61 feet; (7) Thence N89°45'00"E 129.13 feet; Thence the following two (2) courses along the West boundary line of Shady Brook Subdivision Phase #1; (1) Thence S00°48'00"W 66.00 feet; (2) Thence S18°00'00"E 66.93 feet; Thence the following four (4) courses along the boundary line of the Village of Plum Creek Phase #2; (1) Thence S50°23'07"W 99.72 feet; (2) Thence S83°18'16"W 34.56 feet; (3) Thence S47°17'39"W 88.73 feet; Thence S46°47'29"E 131.11 feet to the point of beginning.

Contains: 182,350 sq. ft. or 4.18 acres

EXHIBIT "D"

A true and correct copy of the Application for Reinstatement for Village at Plum Creek Home Owners Association, L.L.C., Utah business entity no. 5864166-0160, changing the name of the entity to Village at Plum Creek Home Owners, L.L.C., and filed with the Utah Department of Commerce on August 10, 2011, is attached following this page.

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State of Utah This form must be type written or computer generated
 Department of Commerce
 Division of Corporations & Commercial Code
 Application for Reinstatement

RECEIVED

E# 3280988 PG 57 OF 86

AUG 10 2011

Utah Div Of Corp. & Comm. Code

7/6/10

REINSTATEMENT

Non-Refundable Processing Fee
 Profit \$70 00 Nonprofit \$30 00 Limited Partnership \$70 00 Limited Liability Company \$70 00

Entity Number of Business Entity 5864166 0160

Business Entity Name Village at Plum Creek Home Owners Association L L C

*Please enter the business name under which the entity is being reinstated on the line above however if the entity is reinstating under a different name please list that name on the line below
 Village at Plum Creek Home Owners LLC

(New Business Entity Name)

You must submit with this application a completed Registration Information Change Form reflecting the current principal information. Enclose a tax letter of Good Standing from the Utah Tax Commission (applicable to Profit and Nonprofit Corporations).

Registered Agent Name and Address (Required)
 Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)?
 Froerer Real Estate Inc

The address must be listed if you have a non commercial registered agent. What is a commercial registered agent?
 Address of the Registered Agent 2600 Washington Blvd
 Utah Street Address Required PO Boxes can be listed after the Street Address
 City Ogden State UT Zip 84401

I hereby remedy all prior defaults and file herewith a current Registration Information Change Form listing the current entity principals together with the statutory reinstatement fee

I hereby make application for reinstatement and request the Division of Corporations and Commercial Code of the State of Utah to issue a Certificate of Reinstatement and, under penalties of perjury, I declare that the foregoing statement is, to the best of my knowledge and belief, true and correct

I Troy Green (agent) _____ hereby declare and affirm that
 (Name)

I am a(n) Member _____ (Officer/Director General Partner or Member/Manager) of the business entity listed above, which was involuntarily dissolved on July 6th 2010 under provisions of Utah law

Signature (Required) _____

Under GRAMA (63-2-201) all registration information maintained by the Division is classified as public record. For confidentiality purposes you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity

Optional Inclusion of Ownership Information This information is not required
 Is this a female owned business? Yes No
 Is this a minority owned business? Yes No If yes please specify Select/Type the race of the owner here

Mailing/Faxing Information www.corporations.utah.gov/contactus.html Division's Website www.corporations.utah.gov

08-10-11 P04 16 RCVD

Date 08/10/2011
 Receipt Number 7647265
 Amount Paid \$70.00

Division of Corporations and Commercial Code
 I hereby certified that this filing has been filed and approved on this day of July 2010 in this office of this Division and hereby issue the Certificate the seal

Examiner [Signature] Date 9-10-11
 Kathy Berg
 Division Director





State of Utah This form must be type written or computer generated
 Department of Commerce
 Division of Corporations & Commercial Code
 Limited Liability Company Registration Information Change Form

RECEIVED E# 3280988 PG 58 OF 86

AUG 10 2011

Utah Div Of Corp & Comm Code

Non Refundable Processing Fee \$15.00

Entity File Number 5864166 0160

Entity Name Village at Plum Creek Home Owners LLC

For each Yes button that you mark the question will appear below for you to fill out

1) Do you want to Change the Business Purpose? Yes No

2) Do you want to Change the Registered Agent or the Address of the Registered Agent? Yes No

2) If Yes, who is the new Registered Agent, or the new Address of the Registered Agent?

Froerer Real Estate Inc

The address must be listed if you have a non commercial registered agent What is a commercial registered agent?

Address of the Registered Agent 2600 Washington Blvd

Utah Street Address Required PO Boxes can be listed after the Street Address

City Ogden State UT Zip 84401

3) Do you want to Change the Principal Address of the Business Entity? Yes No

3) If Yes, what is the new Principal Address?

Address 2600 Washington Blvd City Ogden State UT Zip 84401

4) Do you want to Add individuals to the Business Entity? Yes No

4) If Yes, who do you want to Add to the Business Entity and what Position will they hold?

Name Brett Allred Position Member

Address 673 Plum Creek Ln City Ogden State UT Zip 84404

Name ~~Greg Fitzgerald~~ CHARLOTTE M BARTLEY Position Member

Address ~~Charlotte M Bartley~~ 671 PLUM CREEK LANE City Ogden State UT Zip 84404

5) Do you want to Remove individuals from the Business Entity? Yes No

5) If Yes, who do you want to Remove from the Business Entity and what Position do they hold?

Name Phil Hancock Position Member

Name _____ Position Select/Type the position here

6) Do you want to Change the Address of the Business Entity's Principal(s)? Yes No

Optional Inclusion of Ownership Information This information is not required

Is this a female owned business? Yes No

Is this a minority owned business? Yes No

If yes please specify Select/Type the race of the owner here

Under GRAMA (63 2 201) all registration information maintained by the Division is classified as public record For confidentiality purposes you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity

Under penalties of perjury and as an authorized authority I declare that this statement of change(s) has been examined by me and is to the best of my knowledge and belief true correct and complete

Name/Title Troy Green (/member) Signature [Signature] Date 8-10-11

Mailing/Faxing Information www.corporations.utah.gov/contactus.html Division's Website www.corporations.utah.gov

08-10-11P04 16 RCVD

JBB

EXHIBIT "E"

A true and correct copy of the Amendment to Declaration of Covenants, Conditions and Restrictions of Village at Plum Creek, a Planned Residential Unit Development, recorded in the recorder's office of Weber County, Utah, on September 1, 2011, as entry no. 2540009 is attached following this page.

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Recorded:

E# 2540009 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
01-SEP-11 302 PM FEE \$27.00 DEP TOT
REC FOR: VILLAGE AT PLUM CREEK HOMEOWNE

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF VILLAGE AT PLUM CREEK
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

WHEREAS, Village at Plum Creek LLC, a Utah Company, was the Declarant in the Declaration of Covenants, Conditions, and Restrictions of Village at Plum Creek as recorded in the office of the Weber County Recorder's Office as Entry Number 2129163 on September 15, 2005.

WHEREAS, pursuant to that Declaration, a majority of the property owners have a right to amend that Declaration once they have received the written consent of Ogden City.

WHEREAS, to correct technical and clerical errors that occurred in the drafting of that Declaration, the undersigned owners of units within the Village at Plum Creek desire to amend that Declaration.

NOW THEREFORE, the undersigned owners within the Village at Plum Creek, pursuant to the Declaration, do hereby amend that Declaration as follows:

1. Paragraph 1.1 of Article 1 of the Declaration shall be amended to define the term Association as follows: Association shall mean the Village at Plum Creek Home Owners, LLC.
2. All references to Village at Plum Creek Homeowners Association, LLC as the Association or as the name of the Association are hereby amended to state the Village at Plum Creek Home Owners, LLC.

[Handwritten initials] *[Handwritten initials]* *[Handwritten initials]*

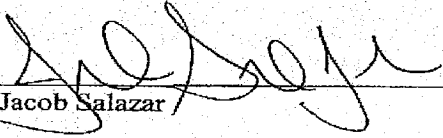
Parcel Nos. Affected: 12-211-0001 to 0003; 12-212-0001 to 0009

Legal Descriptions:

ALL OF LOTS 1 AND 2, VILLAGE AT PLUM CREEK, PRUD, PHASE 1, OGDEN CITY, WEBER COUNTY UTAH; AND
ALL COMMON AREA AND PRIVATE STREETS, VILLAGE AT PLUM CREEK PRUD, PHASE 1, OGDEN CITY, WEBER COUNTY, UTAH; AND
ALL OF LOTS 3, 4, 5, 6, 7, 8, 9, AND 10 OF VILLAGE AT PLUM CREEK, PRUD, PHASE 2, OGDEN CITY, WEBER COUNTY, UTAH; AND
ALL COMMON AREA, PARCEL "A", AND PRIVATE STREETS, VILLAGE AT PLUM CREEK, PRUD, PHASE 2, OGDEN CITY, WEBER COUNTY, UTAH

Amendment approved by owners of 6 out of 10 units:

Unit 662



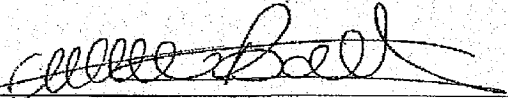
Jacob Salazar

Unit 670

Unit 664

David Panzer

Unit 671

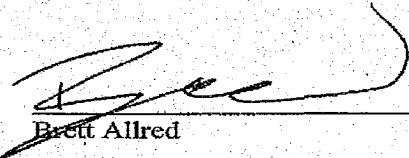


Charlotte Bartley

Unit 665

David Celeste

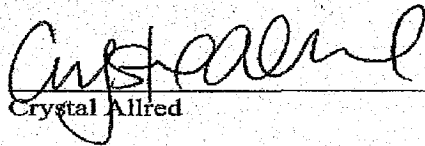
Unit 673



Brett Allred

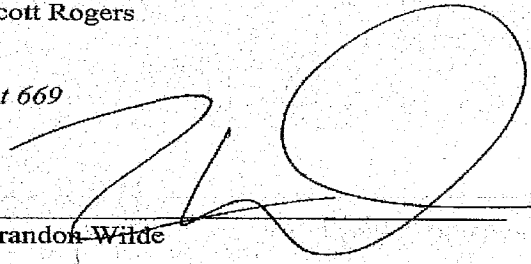
Unit 668

Scott Rogers



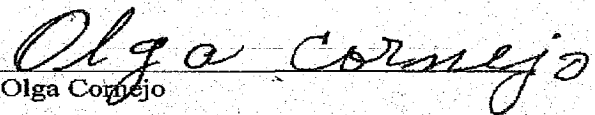
Crystal Allred

Unit 669



Brandon Wilde

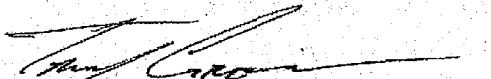
Unit 682



Olga Cornejo

Unit 676

E# 3280988 PG 62 OF 86
EN 2540009 PG 3 OF 4



Gregory T. Rolfe
Proxy for GREGORY T. ROLFE

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

SUBSCRIBED AND SWORN to before my by the following persons:

CHARLOTTE BARTLEY, Troy Green
 Olga CORNEJO Pray For Gregory T. Rolfe
 Jacob Jaramar
 Brett Allred
 Crystal Allred
 Brandon Wilde

each of whom are known to me to be the persons named on the foregoing page or provided me with sufficient evidence of their identity and executed the foregoing instrument and acknowledged to me that they executed the foregoing instrument for the purposes expressed therein.

WITNESS my hand and official seal this 26th day of August, 2011.



Shane Dominguez
NOTARY PUBLIC

EXHIBIT "F"

A true and correct copy of the Articles of Incorporation of Village at Plum Creek HOA, a Utah nonprofit corporation, Utah business entity no. 12755348-0140, filed with the Utah Department of Commerce on March 15, 2022, is attached following this page.

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State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Articles of Incorporation (Nonprofit)

This form cannot be hand written.

RECEIVED

MAR 15 2022

Important: Read instructions before completing form Non-Refundable Processing Fee: \$30.00

Utah Div. of Corp. & Comm. Code

1. Name of Corporation:	Village at Plum Creek HOA
2. Purpose:	Homeowners Association
3. Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)? ERA Brokers Consolidated	
The address must be listed if you have a non-commercial registered agent. What is a commercial registered agent? Address of the Registered Agent: 201 E St. George Blvd. Utah Street Address Required. PO Boxes can be listed after the Street Address	
City: St. George	State UT Zip: 84770
4. Name, Signature and Address of Incorporator <small>(attach additional page if they is more than 1 incorporator)</small>	Name: Melissa Fredrickson Address: 215 25th Street, Ogden, UT 84401 Signature: <i>Missal Fredrickson</i> Date: 3/15/2022
5. Voting Members:	The nonprofit corporation <input checked="" type="radio"/> will <input type="radio"/> will not have voting members.
6. Shares:	The nonprofit corporation <input type="radio"/> will <input checked="" type="radio"/> will not issue shares evidencing membership or interests in water or other property rights. The aggregate number of shares that the nonprofit corporation has authority to issue shall be [] The shares <input type="checkbox"/> will <input type="checkbox"/> will not be divided up in to classes. Type 1: [] Number of Shares: [] Statement: [] Type 2: [] Number of Shares: [] Statement: []
7. Assets:	Upon dissolution assets of the corporation will be distributed in a manner consistent with law.
8. Principal Address:	662 S. Plum Creek Lane, Ogden, UT 84404 Address City State Zip
9. Name and Address of Directors: <small>(attach an additional page if there are more than 3 directors)</small>	1. Megan Buelte Name Position: Director <input checked="" type="checkbox"/> Address: 662 S. Plum Creek Lane, Ogden, UT 84404 City State Zip
	2. Mary Ann Cimbalista Name Position: Director <input checked="" type="checkbox"/> Address: 675 S. Plum Creek Lane, Ogden, UT 84404 City State Zip
	3. Randy Lucero Name Position: Director <input checked="" type="checkbox"/> Address: 669 S. Plum Creek Lane, Ogden, UT 84404 City State Zip
Under GRAMA (63G-2-201), all registration information maintained by the Division is classified as public record.	
Optional Inclusion of Ownership Information: This information is not required.	
Is this a female owned business? <input type="radio"/> Yes <input checked="" type="radio"/> No	
Is this a minority owned business? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, please specify: Select/Type the race of the owner here <input type="text"/>	

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 15 day of March 2022
in this office of this Division and hereby issued
This Certificate thereof.

01/14

Examiner *THB* Date *3/20/2022*



L. Velleto
Leigh Velleto
Division Director

12755348-0140

MAR 15 '22 PM 2:10

EXHIBIT "G"

A true and correct copy of the plat of the subdivision entitled Village at Plum Creek, A Planned Residential Unit Development -- Phase 1, recorded in the recorder's office of Weber County, Utah, on September 15, 2005, as entry no. 2129161 is attached following this page.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "H"

A true and correct copy of the plat of the subdivision entitled Village at Plum Creek, A Planned Residential Unit Development – Phase 2, recorded in the recorder's office of Weber County, Utah, on September 15, 2005, as entry no. 2129162 is attached following this page.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "I"

A true and correct copy of the Supplemental Amendment entitled First Amendment to Declaration of Covenants, Conditions and Restrictions of Village at Plum Creek, a Planned Residential Unit Development, recorded in the recorder's office of Weber County, Utah, on March 17, 2020, as entry no. 3041409 is attached following this page.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

d/s

12-278-0001-0014 ^{Ba}
12-270-0001-0022

W3041409

EB 3041409 PG 1 OF 9
LEANN H KILTS, WEBER COUNTY RECORDER
17-MAR-20 924 AM FEE \$44.00 DEP PV
REC FOR: OUT OF THE BOX

WHEN RECORDED RETURN TO:
M. Darin Hammond
SMITH KNOWLES, P.C.
2225 Washington Blvd., Suite 200
Ogden, Utah 84401
Telephone: (801) 476-0303
Fax: (801) 476-0399

12-277-0001-0005 ^{Ba}

BT

ds

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF VILLAGE AT PLUM CREEK,
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

The purpose of this instrument is to record certain limited amendments to the Covenants, Conditions, and Restrictions of Village at Plum Creek which was originally recorded with the Weber County Recorder's Office on September 5, 2015 as Entry Number 2129163 (hereinafter "the Declaration"). This instrument affects the real property identified in Exhibit "A" and Exhibit "B" hereto and is executed by officers of the Plum Creek Homeowners Association and the owners of the undeveloped land referenced herein.

I. ANNEXATION OF ADDITIONAL REAL PROPERTY.

Pursuant to Article 2 of the Declaration, the undeveloped land contemplated by the Declaration is hereby officially adopted as a part of the homeowners association and is subject to the covenants of the Plum Creek Homeowners Association. The proposed expansion of this planned residential unit development is hereby approved by the Plum Creek Homeowners Association to be divided into 36 additional lots. The land identified in Exhibit "B" hereto is hereby incorporated into the Plum Creek Homeowners Association.

II. COVENANTS TO RUN WITH THE LAND.

Article 13.7 of the Declaration is hereby replaced and amended to read as follows:

The covenants and restrictions of this Declaration shall run with the land unless amended or terminated as per the amendment provisions of the Declaration.

III. HOMEOWNER'S DUES TO BEGIN UPON SALE OF UNITS.

Article 5.12 of the Declaration is hereby added to the Declaration as follows:

No property owner shall be required to make any payment of any homeowners assessments from the Plum Creek Homeowners Association.

until a final occupancy permit is issued by Ogden City for that respective lot/unit and said lot/unit is sold to a buyer. Otherwise, the owner(s) of the individual lots and/or undeveloped land shall not be required to make payment of any assessments.

All of the other provisions of the Declaration not modified by this instrument shall remain in full force and effect. This amendment is dated this 9th day of ~~May, 2019~~ by Plum Creek Homeowners Association. Jan. 2020

Plum Creek Homeowners Association. The undersigned two signers of this instrument certify that they are each duly appointed officers of the Plum Creek Homeowners Association, that this document has been approved by a 2/3 vote of the existing owners of lots in the Plum Creek Homeowners Association and that the written consent for this amendment document has been provided by Ogden City.

DATED this 9th day of ~~May, 2019~~ Jan 2020

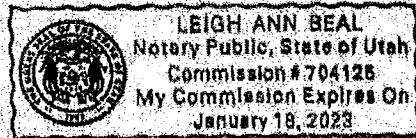
PLUM CREEK HOMEOWNERS ASSOCIATION

Megan Bickel
By: President
Its: Officer

STATE OF UTAH)
) : ss
COUNTY OF WEBER)

On this 9th day of JANUARY 2020, personally appeared before me Megan Bickel, and duly acknowledged to me that (s)he is an Officer of Plum Creek Homeowners Association and that (s)he is the signer of the foregoing Declaration on behalf of Plum Creek Homeowners Association, who duly acknowledged to me that (s)he executed the same.

Leigh Ann Beal
NOTARY PUBLIC



ER 3041409 PG 3 OF 9

DATED this 9th ^{January 2020 ~~4~~} day of May, 2019.

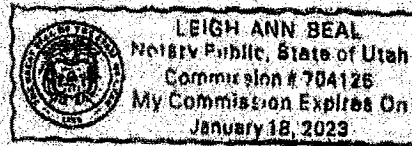
PLUM CREEK HOMEOWNERS ASSOCIATION

By: Mary Ann Ortolista
Its: Officer N.P.

STATE OF UTAH)
) : ss
COUNTY OF WEBER)

On this 9th ^{Jan. 2020 ~~4~~} day of May, 2019, personally appeared before me Mary Ann Ortolista, and duly acknowledged to me that (s)he is an Officer of Plum Creek Homeowners Association and that (s)he is the signer of the foregoing Declaration on behalf of Plum Creek Homeowners Association, who duly acknowledged to me that (s)he executed the same.

[Signature]
NOTARY PUBLIC



Owners of Undeveloped Land. The undersigned additional signers of this document hereby execute the same and agree to the terms of the Declaration and of this instrument as owners of the land referenced in Exhibit "B" hereto.

DATED this 10 day of May, 2019.

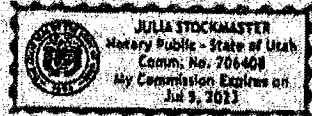
OUT OF THE BOX INVESTING, LLC

[Handwritten Signature]

By: _____
Its: Manager

STATE OF UTAH)
) : ss.
COUNTY OF WEBER)

On this 10 day of May, 2019, Jim E. Bunt personally appeared before me and duly acknowledged to me that (s)he is the Manager of Out of the Box Investing, LLC and that (s)he is the signer of the foregoing Declaration on behalf of Out of the Box Investing, LLC, who duly acknowledged to me that (s)he executed the same.



Julia Stockmaster

NOTARY PUBLIC

DATED this 25 day of Feb, 2020

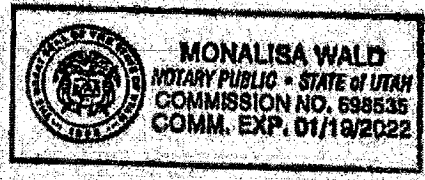
GRULZ MANAGEMENT, P.C.

[Signature]
By: _____
Its: Manager [Signature]

STATE OF UTAH)
) : ss
COUNTY OF WEBER)

On this 25 day of Feb, 2020, personally appeared before me Candice L. Kuntz, and duly acknowledged to me that (s)he is the Manager of Grulz Management, P.C. and that (s)he is the signer of the foregoing Declaration on behalf of Grulz Management, P.C., who duly acknowledged to me that (s)he executed the same.

[Signature]
NOTARY PUBLIC



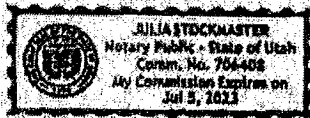
DATED this 28 day of ~~May, 2019~~ January 2020

[Handwritten signature]

Phil B. Douglass

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On this 28 day of ~~May, 2019~~ January 2020, the undersigned Notary Public in and for said State, personally appeared, Phil B. Douglass, and acknowledged to me that he executed the same.



[Handwritten signature]

NOTARY PUBLIC

DATED this 28 day of ~~May, 2019~~ January 2020

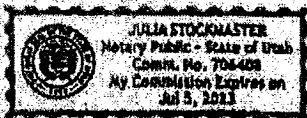
[Handwritten signature]

Tracy G. Douglass

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On this 28 day of ~~May, 2019~~ January 2020, the undersigned Notary Public in and for said State, personally appeared, Tracy G. Douglass, and acknowledged to me that he executed the same.

[Handwritten signature]
Mrs Tracy G. Douglass



[Handwritten signature]

NOTARY PUBLIC

EXHIBIT "A"

Parcel Number: 12-212-0001
Parcel Number: 12-212-0002
Parcel Number: 12-212-0003
Parcel Number: 12-212-0004
Parcel Number: 12-212-0005
Parcel Number: 12-212-0006
Parcel Number: 12-212-0007
Parcel Number: 12-212-0008
Parcel Number: 12-212-0009

Parcel Number: 12-211-0001
Parcel Number: 12-211-0002
Parcel Number: 12-211-0003

EN 3041409 PG 8 OF 9

EXHIBIT "B"

UNDEVELOPED LAND

A part of the Southwest Quarter of Section 16, Township 6 North, Range 1 West, Salt Lake Base and Meridian, Ogden City, Weber County, and more particularly described as follows:

Beginning at a point 1167.94 feet N00°52'04"E, 657.34 feet N89°09'45"W, from the South Quarter corner of said section 16 and running; Thence N89°09'45"W 231.10 feet; Thence N00°53'00"E 207.42 feet; thence N44°35'40"W 275.18 feet; thence N41°11'40"W 175.49 feet; Thence N38°15'41"W 183.65 feet; Thence S89°30'00"E 121.95 feet; Thence the following seven (7) courses along the West boundary line of Quall Run Subdivision; (1) Thence S10°52'16"E 15.97 feet; (2) Thence S55°45'00"E 103.90 feet; (3) Thence S57°28'00"E 103.85 feet; (4) Thence S40°07'00"E 16.30 feet; (5) Thence N80°43'50"E 188.15 feet; (6) Thence S21°23'15"E 239.61 feet; (7) Thence N89°45'00"E 129.13 feet; Thence the following two (2) courses along the West boundary line of Shady Brook Subdivision Phase #1; (1) Thence S00°48'00"W 66.00 feet; (2) Thence S18°00'00"E 66.93 feet; Thence the following four (4) courses along the boundary line of the Village of Plum Creek Phase #2; (1) Thence S50°23'07"W 99.72 feet; (2) Thence S83°18'16"W 34.56 feet; (3) Thence S47°17'39"W 88.73 feet; Thence S46°47'29"E 131.11 feet to the point of beginning.

EXHIBIT "J"

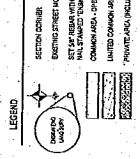
A true and correct copy of the plat of the subdivision entitled Village at Plum Creek P.R.U.D.
– Phase 3, recorded in the recorder's office of Weber County, Utah, on March 17, 2020, as entry no.
3041408 is attached following this page.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

62-18

VILLAGE AT PLUM CREEK P.R.U.D. - PHASE 3

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 16
TOWNSHIP 34 N. R. 13 W.
SALT LAKE BASE & MERIDIAN
OGDEN CITY, WEBER COUNTY, UTAH

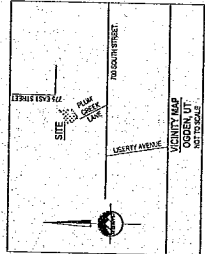
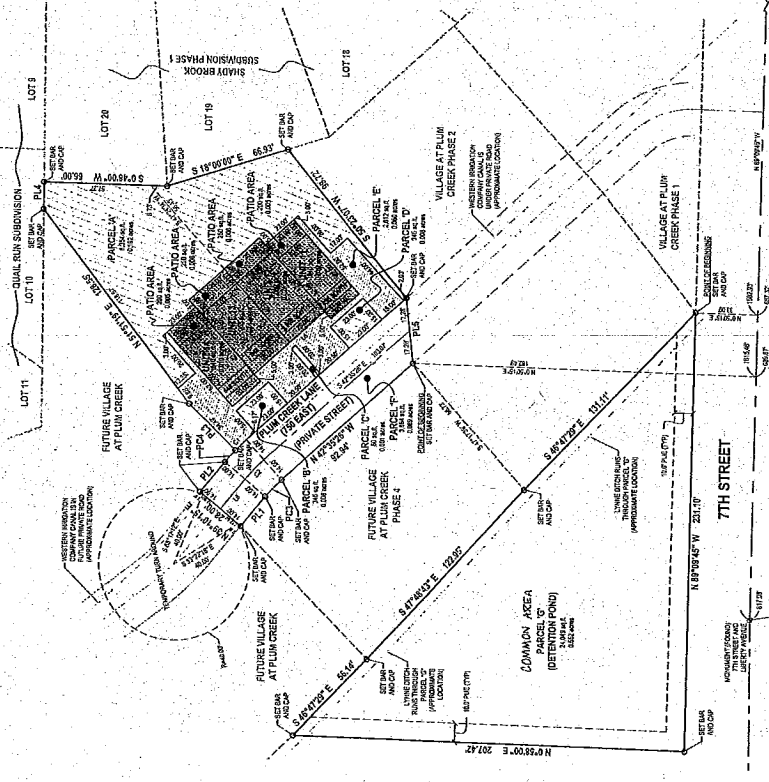


CURVE TABLE

CHORD	ARC LENGTH	DELTA	BEARING	CHORD
C1	114.07'	115° 10' 00"	N 89° 59' 45.7"	114.07'
C2	108.07'	115° 10' 00"	N 89° 59' 45.7"	108.07'
C3	102.07'	115° 10' 00"	N 89° 59' 45.7"	102.07'
C4	96.07'	115° 10' 00"	N 89° 59' 45.7"	96.07'
C5	90.07'	115° 10' 00"	N 89° 59' 45.7"	90.07'
C6	84.07'	115° 10' 00"	N 89° 59' 45.7"	84.07'
C7	78.07'	115° 10' 00"	N 89° 59' 45.7"	78.07'
C8	72.07'	115° 10' 00"	N 89° 59' 45.7"	72.07'
C9	66.07'	115° 10' 00"	N 89° 59' 45.7"	66.07'
C10	60.07'	115° 10' 00"	N 89° 59' 45.7"	60.07'

LAND USE TABLE

UNIT #	AREA (SQ. FT.)	COMMON AREA	PERCENTAGE
UNIT 1	1,000,000	100,000	10.00%
UNIT 2	1,000,000	100,000	10.00%
UNIT 3	1,000,000	100,000	10.00%
UNIT 4	1,000,000	100,000	10.00%
UNIT 5	1,000,000	100,000	10.00%
UNIT 6	1,000,000	100,000	10.00%
UNIT 7	1,000,000	100,000	10.00%
UNIT 8	1,000,000	100,000	10.00%
UNIT 9	1,000,000	100,000	10.00%
UNIT 10	1,000,000	100,000	10.00%
TOTAL	10,000,000	1,000,000	10.00%



- GENERAL NOTES:**
1. PUBLIC UTILITY LOCATIONS AND LOCATIONS OF PROPERTY ARE SHOWN BY DASHED LINES EXCEPT FOR THE WATER MAINS.
 2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 3. THE DISTANCE FROM THE CENTERLINE OF PLUM CREEK TO THE CENTERLINE OF THE WATER MAINS IS 10 FEET.
 4. THE DISTANCE FROM THE CENTERLINE OF PLUM CREEK TO THE CENTERLINE OF THE WATER MAINS IS 10 FEET.
 5. THE DISTANCE FROM THE CENTERLINE OF PLUM CREEK TO THE CENTERLINE OF THE WATER MAINS IS 10 FEET.
 6. THE DISTANCE FROM THE CENTERLINE OF PLUM CREEK TO THE CENTERLINE OF THE WATER MAINS IS 10 FEET.
 7. THE DISTANCE FROM THE CENTERLINE OF PLUM CREEK TO THE CENTERLINE OF THE WATER MAINS IS 10 FEET.
 8. THE DISTANCE FROM THE CENTERLINE OF PLUM CREEK TO THE CENTERLINE OF THE WATER MAINS IS 10 FEET.
 9. THE DISTANCE FROM THE CENTERLINE OF PLUM CREEK TO THE CENTERLINE OF THE WATER MAINS IS 10 FEET.
 10. THE DISTANCE FROM THE CENTERLINE OF PLUM CREEK TO THE CENTERLINE OF THE WATER MAINS IS 10 FEET.

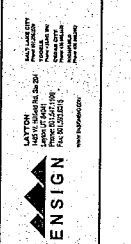
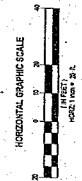
LAND USE TABLE

UNIT #	AREA (SQ. FT.)	COMMON AREA	PERCENTAGE
UNIT 1	1,000,000	100,000	10.00%
UNIT 2	1,000,000	100,000	10.00%
UNIT 3	1,000,000	100,000	10.00%
UNIT 4	1,000,000	100,000	10.00%
UNIT 5	1,000,000	100,000	10.00%
UNIT 6	1,000,000	100,000	10.00%
UNIT 7	1,000,000	100,000	10.00%
UNIT 8	1,000,000	100,000	10.00%
UNIT 9	1,000,000	100,000	10.00%
UNIT 10	1,000,000	100,000	10.00%
TOTAL	10,000,000	1,000,000	10.00%

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Recorder of Weber County, Utah, on this 15th day of October, 2022.

 COUNTY RECORDER



THE VILLAGE AT PLUM CREEK HOME OWNERS, L.L.C.
 HAS REVIEWED THIS PLAN AND HAS ACCEPTED THE VILLAGE AT PLUM CREEK PHASE 3 P.R.U.D. AS SHOWN ON THIS PLAN. THE SIGNATURE OF THE PRESIDENT OF THE HOME OWNERS, L.L.C. IS REQUIRED FOR THIS PLAN TO BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WEBER COUNTY, UTAH.

 PRESIDENT

OGDEN CITY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
 HAS REVIEWED THIS PLAN AND HAS ACCEPTED THE VILLAGE AT PLUM CREEK PHASE 3 P.R.U.D. AS SHOWN ON THIS PLAN. THE SIGNATURE OF THE CITY ENGINEER IS REQUIRED FOR THIS PLAN TO BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WEBER COUNTY, UTAH.

 CITY ENGINEER

OGDEN CITY ATTORNEY'S OFFICE
 HAS REVIEWED THIS PLAN AND HAS ACCEPTED THE VILLAGE AT PLUM CREEK PHASE 3 P.R.U.D. AS SHOWN ON THIS PLAN. THE SIGNATURE OF THE ATTORNEY IS REQUIRED FOR THIS PLAN TO BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WEBER COUNTY, UTAH.

 ATTORNEY

OGDEN CITY APPROVAL
 THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS ACCEPTED THE VILLAGE AT PLUM CREEK PHASE 3 P.R.U.D. AS SHOWN ON THIS PLAN. THE SIGNATURE OF THE CITY ENGINEER IS REQUIRED FOR THIS PLAN TO BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WEBER COUNTY, UTAH.

 CITY ENGINEER

WEBER COUNTY RECORDER
 HAS REVIEWED THIS PLAN AND HAS ACCEPTED THE VILLAGE AT PLUM CREEK PHASE 3 P.R.U.D. AS SHOWN ON THIS PLAN. THE SIGNATURE OF THE COUNTY RECORDER IS REQUIRED FOR THIS PLAN TO BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WEBER COUNTY, UTAH.

 COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Recorder of Weber County, Utah, on this 15th day of October, 2022.

 SURVEYOR

BOUNDARY DESCRIPTION

The boundary description is as follows: ...

OWNER'S DESIGNATION

The owner's designation is as follows: ...

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Recorder of Weber County, Utah, on this 15th day of October, 2022.

 COUNTY RECORDER

VILLAGE AT PLUM CREEK P.R.U.D. - PHASE 3

LOCATED IN THE SOUTHWEST QUARTER
 OF SECTION 16
 TOWNSHIP 34 N. R. 13 W.
 SALT LAKE BASE & MERIDIAN
 OGDEN CITY, WEBER COUNTY, UTAH

DATE: 10/15/2022

BY: [Signatures]

EXHIBIT "K"

A true and correct copy of the plat of the subdivision entitled Village at Plum Creek P.R.U.D. – Phase 4, recorded in the recorder's office of Weber County, Utah, on June 20, 2020, as entry no. 3059137 is attached following this page.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

59-19

VILLAGE AT PLUM CREEK P.U.D. - PHASE 4
 LOCATED IN THE SOUTHWEST QUARTER
 OF SECTION 15
 TOWNSHIP 36E, RANGE 12W
 SALT LAKE BASIN, MERIDIAN
 COCON COUNTY, UTAH

LEGEND

- BOUNDARY SURVEY
- EASEMENT
- RIGHT-OF-WAY
- UTILITY
- OTHER

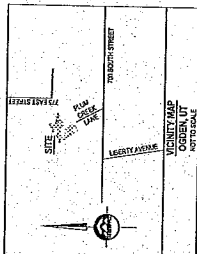
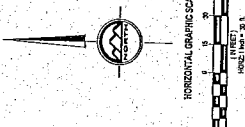
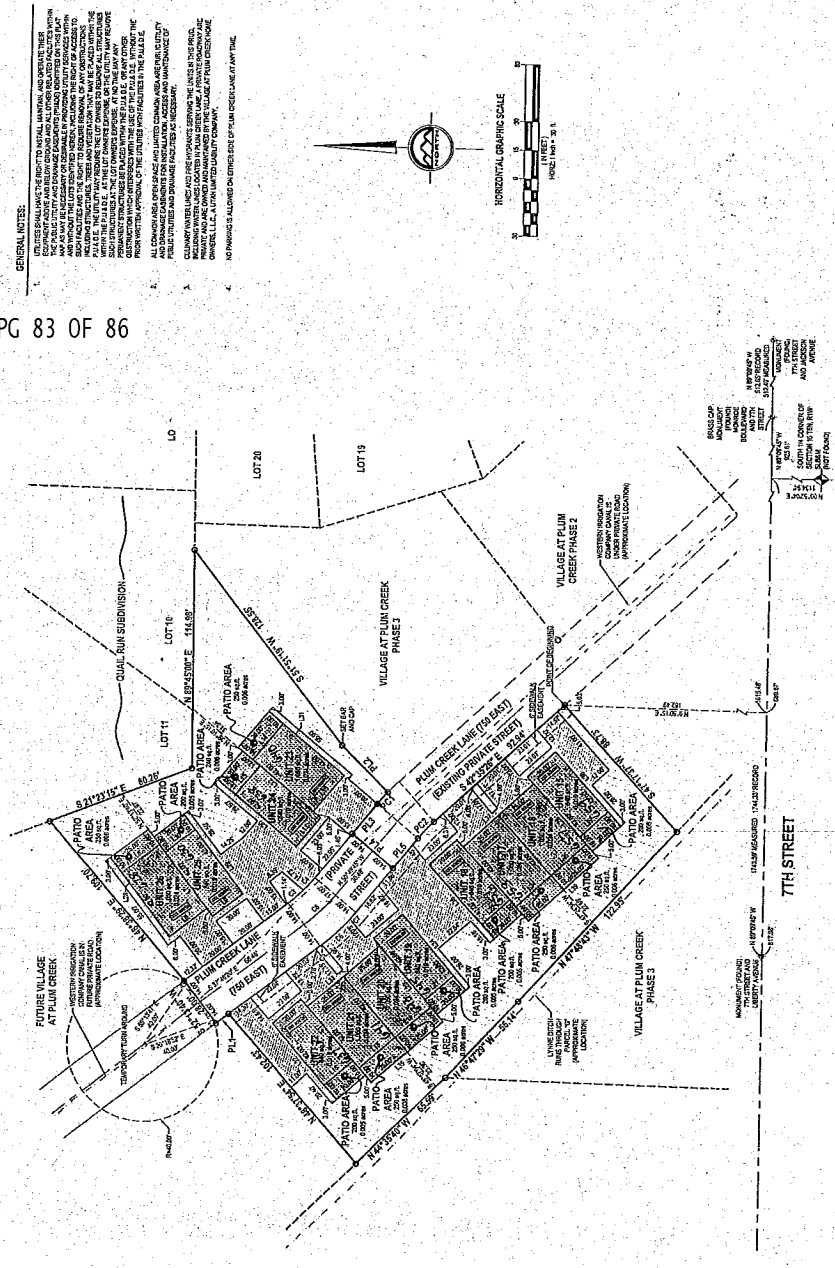
CONCRETE DRIVEWAY
 CONCRETE DRIVEWAY
 ASL 5' WIDE TYPICAL LAND SURV.
 COMMON AREA OPEN SPACE
 LIMITED COMMON AREA
 PRIVATE AREA (ENCLOSED PATIO AREA)
 PRIVATE STREET & COMMON AREA

CURVE TABLE

LOT#	INCHES	LENGTH	AREA	BEARING	COORD
102	114.00	8.27	87.97	146.123939	827
103	8.00	1.32	87.97	146.123939	827
104	8.00	1.32	87.97	146.123939	827
105	8.00	1.32	87.97	146.123939	827
106	8.00	1.32	87.97	146.123939	827
107	8.00	1.32	87.97	146.123939	827
108	8.00	1.32	87.97	146.123939	827
109	8.00	1.32	87.97	146.123939	827
110	8.00	1.32	87.97	146.123939	827
111	8.00	1.32	87.97	146.123939	827
112	8.00	1.32	87.97	146.123939	827
113	8.00	1.32	87.97	146.123939	827
114	8.00	1.32	87.97	146.123939	827
115	8.00	1.32	87.97	146.123939	827
116	8.00	1.32	87.97	146.123939	827
117	8.00	1.32	87.97	146.123939	827
118	8.00	1.32	87.97	146.123939	827
119	8.00	1.32	87.97	146.123939	827
120	8.00	1.32	87.97	146.123939	827

LINE TABLE

LINE	BEARING	LENGTH	COORD
1A	S 146.123939° E	114.00	827
1B	S 146.123939° E	8.00	1.32
1C	S 146.123939° E	8.00	1.32
1D	S 146.123939° E	8.00	1.32
1E	S 146.123939° E	8.00	1.32
1F	S 146.123939° E	8.00	1.32
1G	S 146.123939° E	8.00	1.32
1H	S 146.123939° E	8.00	1.32
1I	S 146.123939° E	8.00	1.32
1J	S 146.123939° E	8.00	1.32
1K	S 146.123939° E	8.00	1.32
1L	S 146.123939° E	8.00	1.32
1M	S 146.123939° E	8.00	1.32
1N	S 146.123939° E	8.00	1.32
1O	S 146.123939° E	8.00	1.32
1P	S 146.123939° E	8.00	1.32
1Q	S 146.123939° E	8.00	1.32
1R	S 146.123939° E	8.00	1.32
1S	S 146.123939° E	8.00	1.32
1T	S 146.123939° E	8.00	1.32
1U	S 146.123939° E	8.00	1.32
1V	S 146.123939° E	8.00	1.32
1W	S 146.123939° E	8.00	1.32
1X	S 146.123939° E	8.00	1.32
1Y	S 146.123939° E	8.00	1.32
1Z	S 146.123939° E	8.00	1.32



E# 3280988 PG 83 OF 86

SURVEYOR'S CERTIFICATE
 I, the undersigned, being a duly licensed Surveyor of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records and files, and that the same is in accordance with the provisions of the laws of the State of Utah relating to the recording of surveys.

BOUNDARY DESCRIPTION
 The boundary description is based on the original survey as the same appears in my records and files, and that the same is in accordance with the provisions of the laws of the State of Utah relating to the recording of surveys.

OWNER'S DECLARATION
 I, the undersigned, being the owner of the property described herein, do hereby declare that the foregoing is a true and correct copy of the original survey as the same appears in my records and files, and that the same is in accordance with the provisions of the laws of the State of Utah relating to the recording of surveys.

PREPARED BY: [Signature]
DATE: May 4, 2010

VILLAGE AT PLUM CREEK P.U.D. - PHASE 4
 LOCATED IN THE SOUTHWEST QUARTER
 OF SECTION 15, TOWNSHIP 36E, RANGE 12W, SALT LAKE BASIN, MERIDIAN, COCON COUNTY, UTAH

OWNER: VILLAGE AT PLUM CREEK HOME OWNERS, L.L.C.
PREPARED BY: [Signature]
DATE: May 4, 2010

RECORDING: [Signature]
DATE: May 4, 2010

COCON COUNTY RECORDER: [Signature]
DATE: May 4, 2010

EXHIBIT "L"

A true and correct copy of the plat of the subdivision entitled Village at Plum Creek P.R.U.D. – Phase 5, recorded in the recorder's office of Weber County, Utah, on June 6, 2022, as entry no. 3244625 is attached following this page.

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93-81

VILLAGE AT PLUM CREEK P.R.D. - PHASE 5

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH RANGE 4 WEST, OGDEN CITY, WEBER COUNTY, UTAH

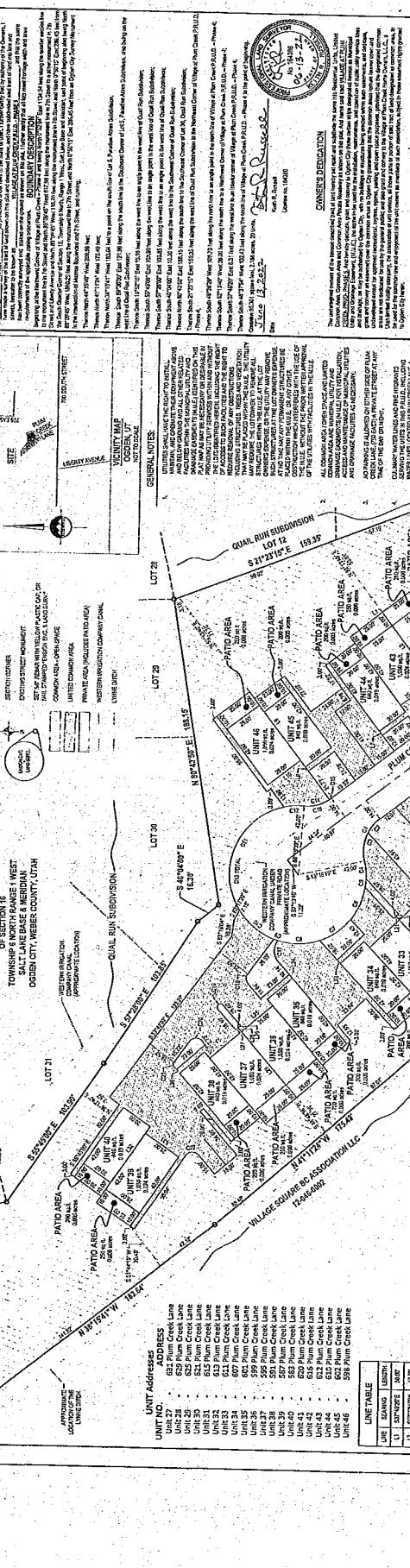
PARADISE ACRES SUBDIVISION LOT 5

LOT 29

LOT 30

LOT 31

LOT 32



LAND USE TABLE

LAND USE	PERCENTAGE
PRIVATE UNITS	16.600
PRIVATE RANG	10.000
PRIVATE BARNWARE	23.800
LANDSCAPE	43.600
TOTAL	94.000

CURVE TABLE

CURVE	ARC LENGTH	CHORD	BEARING	CURVE
1	24.00	23.00	127.000	1
2	24.00	23.00	127.000	2
3	24.00	23.00	127.000	3
4	24.00	23.00	127.000	4
5	24.00	23.00	127.000	5
6	24.00	23.00	127.000	6
7	24.00	23.00	127.000	7
8	24.00	23.00	127.000	8
9	24.00	23.00	127.000	9
10	24.00	23.00	127.000	10
11	24.00	23.00	127.000	11
12	24.00	23.00	127.000	12
13	24.00	23.00	127.000	13
14	24.00	23.00	127.000	14
15	24.00	23.00	127.000	15
16	24.00	23.00	127.000	16
17	24.00	23.00	127.000	17
18	24.00	23.00	127.000	18
19	24.00	23.00	127.000	19
20	24.00	23.00	127.000	20
21	24.00	23.00	127.000	21
22	24.00	23.00	127.000	22
23	24.00	23.00	127.000	23
24	24.00	23.00	127.000	24
25	24.00	23.00	127.000	25
26	24.00	23.00	127.000	26
27	24.00	23.00	127.000	27
28	24.00	23.00	127.000	28
29	24.00	23.00	127.000	29
30	24.00	23.00	127.000	30

UNIT ADDRESSES

UNIT 27	652 Plum Creek Lane
UNIT 28	650 Plum Creek Lane
UNIT 29	651 Plum Creek Lane
UNIT 30	653 Plum Creek Lane
UNIT 31	654 Plum Creek Lane
UNIT 32	655 Plum Creek Lane
UNIT 33	657 Plum Creek Lane
UNIT 34	658 Plum Creek Lane
UNIT 35	659 Plum Creek Lane
UNIT 36	660 Plum Creek Lane
UNIT 37	661 Plum Creek Lane
UNIT 38	662 Plum Creek Lane
UNIT 39	663 Plum Creek Lane
UNIT 40	664 Plum Creek Lane
UNIT 41	665 Plum Creek Lane
UNIT 42	666 Plum Creek Lane
UNIT 43	667 Plum Creek Lane
UNIT 44	668 Plum Creek Lane
UNIT 45	669 Plum Creek Lane
UNIT 46	670 Plum Creek Lane

CONVEYANCE INFORMATION

ALL CONVEYANCES AND INTERESTS IN THE ABOVE DESCRIBED LAND ARE HEREBY CONVEYED TO THE UNITS OWNERS, L.L.C. BY DEED AND THE UNITS OWNERS, L.L.C. SHALL HOLD THE SAME IN TRUST FOR THE UNITS OWNERS, L.L.C. AND THE UNITS OWNERS, L.L.C. SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DEEDS RECORDING IN PUBLIC RECORDS.

COMMISSIONER'S CERTIFICATE

I, the undersigned, Commissioner of the State of Utah, do hereby certify that the above described plat is a true and correct copy of the original plat on file in the office of the State Engineer at Salt Lake City, Utah.

LAND OWNER
THE VILLAGE AT PLUM CREEK HOME OWNERS, L.L.C.

PREPARED BY
ENSGEN

DATE
JUNE 20, 2024

APPROVED BY
[Signature]

RECORDING INFORMATION
COUNTY: WEBER COUNTY
BOOK: 1071
PAGE: 85

PLAT NUMBER
2024-0001

93-81

[END OF THIS INSTRUMENT]

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