

**SIXTH SUPPLEMENT TO AND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DUTCH FIELDS, P.U.D.
(PHASE VII)**

THIS SIXTH SUPPLEMENT TO DECLARATION is made and executed this 23 day of July, 2010, by **WATTS DUTCH FIELDS, L.L.C.**, a Utah limited liability company (hereinafter referred to as "**Declarant**").

RECITALS:

A. Declarant is the Declarant as identified and set forth in that certain Declaration of Covenants, Conditions and Restrictions of Dutch Fields, P.U.D. dated October 4, 2002, and recorded in the office of the Wasatch County Recorder on October 4, 2002 as Entry No. 249391 in Book 0580 beginning at page 0715 (the "Declaration").

B. On or about the 17th day of August, 2004, Declarant made and executed that certain First Supplement to Declaration of Covenants, Conditions and Restrictions of Dutch Fields, P.U.D. (Phase II) (herein the "First Supplement"), which First Supplement was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 15th day of September, 2004, as Entry No. 275223, in Book 0713, beginning at Page 0024. The First Supplement added Phase II to the Project.

C. On or about the 19th day of April, 2005, Declarant made and executed that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions of Dutch Fields, P.U.D. (Phase III) (herein the "Second Supplement"), which Second Supplement was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 20th day of April, 2005, as Entry No. 282048, in Book 0749, beginning at Page 0178. The Second Supplement added Phase III to the Project.

D. On or about the 31st day of July, 2005, Declarant made and executed that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions of Dutch Fields, P.U.D. (Phase IV) (herein the "Third Supplement"), which Third Supplement was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 18th day of August, 2005, as Entry No. 287310, in Book 777, beginning at Page 761. The Third Supplement added Phase IV to the Project.

E. On or about the 13th day of October, 2005, Declarant made and executed that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions of Dutch Fields, P.U.D. (Phase V) (herein the "Fourth Supplement"), which Fourth Supplement was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 13th day of October, 2005, as Entry No. 290416, in Book 795, beginning at Page 11. The Fourth Supplement added Phase V to the Project.

F. On or about the 22nd day of May, 2006, Declarant made and executed that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions of Dutch Fields, P.U.D. (Phase VI) (herein the "Fifth Supplement"), which Fifth Supplement was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 24th day of May, 2006, as Entry No. 301958, in Book 859, beginning at Page 1. The Fifth Supplement added Phase VI to the Project.

G. Under the terms of the Declaration, Declarant reserved the right to annex certain additional real properties ("Additional Land" or portions thereof) to the provisions of the Declaration and now desires to do the same in order to further the intent of the Declarant as expressed in the Declaration.

H. In addition, Declarant desires to amend the Declaration to allow the Association to make assessments to the Owners of Lots who receive special services from the Association, not common to the Owners of all Lots, such as landscape services.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Declarant hereby declares and certifies as follows:

1. Submission of Phase VII. Declarant hereby submits the following described real properties, and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration, as amended:

SEE SCHEDULE "A" ATTACHED HERETO

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the real property).

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) for the benefit of the Additional Land, however developed or utilized, over the real property described on Exhibit "B" attached to the Declaration, whether or not the Additional Land, or portions thereof, is part of the Development. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire twenty (20) years after the date on which the Declaration was filed for record in the office of the County Recorder of Wasatch County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way;

2. Supplemental Plat. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on a supplemental Plat pertaining to the same, which supplemental Plat shall be recorded with this Supplement.

3. Representations of Declarant. Declarant represents as follows:

- a. The annexed real property is part of the Additional Land as identified in the Declaration.
- b. By the annexation of the real property described in paragraph 1, the total number of Living Units when completed, will equal one hundred sixty-seven (167).
- c. It is the intention of the Declarant that the landscaping of Homesteads located within Phase VII of the Development be maintained by the Association in accordance with the provisions of Section 5.5 (as added to the Declaration by the terms of this Sixth Supplement).

4. Amendment to Declaration.

A. Section 1.32 is added to Article I of the Declaration, as follows:

1.32. "Limited Common Area", as designated on one or more Plats located within the Development, means the area located upon and as part of a Homestead (Lot), which area may not be improved with a Living Unit or Accessory Building. Such term is not intended to mean and no suggestion is made by the use of such term that any area so designated within the boundary of a Homestead is available for use by any party other than the Owner of such Homestead and his or her guests and invitees. Except where the Association has agreed to maintain specific areas according to the requirements of Section 5.5 (contained in the Sixth Supplement), Limited Common Areas designated within a Homestead shall be maintained by the Owner thereof.

B. Article V of the Declaration is deleted in its entirety with the following substituted in place thereof:

V. ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Homestead, be deemed to covenant and agree to pay to the Association the "Monthly Assessments," "Maintenance Assessments," and "Special Assessments" (defined in this Article V), as applicable to each Owner and/or Lot, as described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts as they become due shall be, constitute, and remain: (a) a charge and continuing lien upon the Homestead with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Homestead at the time the assessment falls due. No Owner may exempt himself or his Homestead from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Homestead. In a voluntary conveyance of a Homestead, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Homestead 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.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Development; provided however, that Maintenance Assessments provided in Section 5.5 and Reimbursement Assessments provided in Section 5.6 shall be used according the purposes, requirements and restrictions contained in such Sections. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major

repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

5.3. Maximum Monthly Assessment. As of the date set under Section 5.7, each Homestead shall be subject to a maximum monthly assessment (herein the "Monthly Assessments") according to the following schedule:

<u>Lot Size by Acre, Twinhome or Cottages</u>	<u>Monthly Assessment</u>
6/10 or less	\$ 90.00
Greater than 6/10 but equal to or less than 95/100	\$120.00
Greater than 95/100 but equal to or less than 1.50	\$130.00
Greater than 1.5	\$140.00
Twinhome (regardless of Lot size)	\$ 80.00
Cottage Units (Lots 129-167)	\$150.00

provided that until such time as Declarant has completed the construction and installation of a club house, the Monthly Assessment shall not exceed seventy percent (70%) of the amount set forth above. From and after June 1, 2003, the maximum Monthly Assessment may be increased or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date. The Board of Trustees of the Association may from time to time and in its discretion set the amount of the Monthly Assessment at any sum not in excess of the then applicable maximum amount.

5.4. Special Assessments. From and after the date set under Section 5.7, the Association may levy special assessments (herein "Special Assessments") for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonable capable of being fully paid with funds generated by Monthly Assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such Special Assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date.

5.5. Maintenance Assessments. In addition to the Monthly Assessment and any Special Assessment authorized pursuant to Sections 5.3 and 5.4 above, the Board may levy from time to time Maintenance Assessments on each Homestead for which the Association has undertaken the obligation to maintain, repair, and replace landscaping and other special improvements and amenities, including but not limited to those areas which may be designated as a Limited Common Area appurtenant to one or more Homesteads (the foregoing being referred to as "Maintenance Assessment"). The Association's obligation to maintain any area shall not arise unless the same is contained in either (a) a statement, covenant or requirement contained in the Declaration, an amendment to the Declaration, or a supplement thereto, to the effect that the Association shall maintain a specific area or amenity; or (b) the Association has consented and agreed to be responsible for the maintenance of a specific area or amenity and such agreement is contained in the written minutes of the Board of Trustees of the Association. The Association, by vote of its Board of Trustees, may elect upon not less than six (6) month's notice to the affected Owners, elect to cease providing maintenance services according to the provisions of this Section 5.5 (regardless of how the obligation contained herein originated). The aggregate amount of any such Maintenance

Assessments shall be determined by taking the cost of such repairs, maintenance, and replacements, including all overhead and administrative costs, and allocating such costs among the Homesteads benefitting from the maintenance and repair work, although the Association shall not have the obligation to allocate each separate cost item to each Homestead as the same is incurred, but may generally allocate such costs among all benefitted Homesteads. (As an example of the foregoing intent, if the Association is responsible for the maintenance of landscaping on all Homesteads located within a particular Phase of the Development, and dead trees are replaced within the Limited Common Areas of only two Homesteads, the cost of such replacements shall nevertheless be shared among all such Homesteads in the particular Phase based upon the obligation of the Association to maintain all such Limited Common Areas in the Phase.) Maintenance Assessments may be made in advance of the performance of work based upon expected costs of providing the required maintenance services and the need to establish a reasonable amount of reserves as the Association shall elect to establish. Maintenance Assessments (including reserves) may be established by the Association as deemed necessary by the Board without the prior approval of Owners.

5.6. Reimbursement Assessment on Specific Homestead. In addition to the Monthly Assessment provided in Section 5.3, any Special Assessment authorized pursuant to Section 5.4 above, and any Maintenance Assessment provided in Section 5.5, the Board may levy at any time additional assessments (a) on each Homestead specifically benefitted by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Homestead to be charged; (b) on each Homestead, the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; (c) on each Homestead as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a) or other provisions of this Declaration; (d) on each Homestead, the Owner or occupant of which shall violate the Declaration and/or the rules and regulations of the Association, with the first violation resulting in an assessment of not less than \$100 (and in such greater amount as specified in rules and regulations as adopted and amended from time to time by the Association), and any subsequent violation resulting in an assessment of not less than twice the amount of the initial assessment, with such assessments to be assessed monthly for continuing violations (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Reimbursement Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Homesteads 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 which is to be satisfied from Monthly or Special Assessment, or the benefit arises from the maintenance of items which the Association has agreed to maintain for Owners (i.e., Limited Common Areas) which is to be satisfied from Maintenance Assessments, it shall not give rise to a Reimbursement Assessment against the Homesteads benefitted.

5.7. Uniform Rate of Assessment. Except as provided in Sections 5.5 and 5.6 above, Monthly Assessments and Special Assessments shall be fixed at a uniform rate for all Homesteads. Declarant, for each unsold Homestead owned by it in the development, shall pay Monthly Assessments as herein provided for all Homestead Owners; provided that until such date as Declarant closes and conveys a Homestead to an Owner (other than Declarant), the Monthly Assessment attributable to such Homestead shall be one-half (1/2) the regular monthly assessment. The Declarant shall not be entitled to any reduction in the Maintenance Assessment for Homesteads owned by it.

5.8. Monthly Assessment Due Dates. The Monthly Assessments provided for herein shall commence as to all Homesteads on the date a deed is delivered to the purchaser of a Homestead, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties

thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Homestead, whichever first occurs. The first Monthly Assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Upon such event the first partial Monthly Assessment, and six subsequent Monthly Assessments due and payable in advance, shall be due on the tenth (10th) day after mailing of invoices by the Association to the Owner of each Homestead. Special Assessments and Maintenance Assessments shall be due and payable as the Board shall establish from time to time, or they fail to do so, such Special Assessments shall be due and payable within thirty (30) days of the date of Assessment; and Monthly Assessments shall be due and payable with Monthly Assessments. Assessments not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of the greater of five percent of the total assessments due or \$25.00. At least fifteen (15) days prior to the effective date of any change in the amount of the Monthly Assessments, the Association shall give each Owner written notice of the amount thereof and the commencement date of such increased assessment.

5.9. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Homestead the Association shall issue a certificate stating whether or not all assessments respecting such Homestead are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.10. Effect of Non-Payment; Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Homestead; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Homestead recorded prior to the date any such assessments became due. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Homestead. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.11. Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Wasatch County. It is further recognized that each Owner of a Homestead as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Wasatch County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Homestead.

5. Consent to Amendment. Declarant states that the amendments provided in Paragraph 4 above has no impact to mortgagees or if any impact does exist, it is not negative, and therefore the consent of first mortgagees to the amendment is not necessary. Declarant and the Association represent and certify that consents of at least two-thirds (2/3) of all Class A membership votes pursuant to the provisions of Sections 10.3 and 10.4 of the Declaration have been obtained authorizing the amendments contained herein.

6. Effective Date. This Supplemental Declaration, and the Supplement Plat relative to this addition, shall take effect upon their being filed for record in the office of the County Recorder of Wasatch County, Utah.

EXHIBIT "A"
LEGAL DESCRIPTION

REAL PROPERTY LOCATED IN WASATCH COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°41'16" WEST 1780.14 FEET ALONG SECTION LINE AND SOUTH 2112.28 FEET FROM THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN;

THENCE SOUTH 19°03'24" WEST 85.72 FEET ALONG PHASE VI BOUNDARY;
THENCE SOUTH 21°18'40" EAST 457.58 FEET ALONG PHASE VI BOUNDARY;
THENCE SOUTH 89°40'51" WEST 467.80 FEET ALONG RIVER ROAD R.O.W.;
THENCE SOUTH 88°12'03" WEST 191.79 FEET ALONG RIVER ROAD R.O.W.;
THENCE SOUTH 88°12'03" WEST 357.03 FEET;
THENCE NORTH 00°05'24" WEST 683.34 FEET;
THENCE NORTH 89°54'36" EAST 190.34 FEET;
THENCE SOUTH 72°46'40" EAST 403.39 FEET ALONG PHASE V BOUNDARY;
THENCE SOUTH 80°00'00" EAST 115.96 FEET ALONG PHASE V BOUNDARY;
THENCE SOUTH 82°08'06" EAST 110.71 FEET ALONG PHASE V BOUNDARY;
THENCE SOUTH 88°43'50" EAST 79.61 FEET ALONG PHASE V BOUNDARY;
TO THE POINT OF BEGINNING.

CONTAINING: 12.53 ACRES

BASIS OF BEARING:

NORTH 89°41'16" EAST BETWEEN THE WASATCH COUNTY MONUMENT FOR THE NORTH QUARTER CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND THE WASATCH COUNTY MONUMENT FOR THE NORTHEAST CORNER OF SAID SECTION TO OBTAIN UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS. ROTATE THE BEARINGS ON THIS PLAT MAP IN THE COUNTERCLOCKWISE DIRECTION 00°01'29".

Tax ID Nos. ODF-7129 - ODF-7167