

Ent 396013 Bk 1094 Pg 1262-1312
Date: 13-NOV-2013 4:47:52PM
Fee: \$171.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: IVORY HOMES

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
TRIPLE CROWN SUBDIVISION
an expandable project**

LOCATED IN WASATCH COUNTY, UTAH

AFTER RECORDING PLEASE RETURN TO:

**Heber Lots, LLC
Christopher P. Gamvroulas
978 East Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7440**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
TRIPLE CROWN SUBDIVISION
an expandable project**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Triple Crown Subdivision an expandable project (the "Declaration") is made and executed by Heber Lots, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

RECITALS

A. The Development Agreement was recorded on August 31, 2007 in the office of the County Recorder of Wasatch County, Utah as Entry No. 325407 in Book 948 at Pages 2037-2105 of the Official Records (the "Development Agreement").

B. The Original Declaration of Protective Covenants, Conditions and Restrictions for the Triple Crown Subdivision was recorded as Exhibit "G" to the Development Agreement and marked as Entry No. 325407 in Book 0948 at Pages 2079-2098 of the Official Records (the "Original Declaration").

C. A related Final Plat has also been recorded.

D. The Original Bylaws were recorded as Exhibit "F" to the Development Agreement and marked as Entry No. 325407 in Book 0948 at Pages 2070-2077 of the Official Records (the "Original Bylaws").

E. The Declarant has been assigned the development and declarant's rights to the Project.

F. The Declarant desires to amend and restate the Original Declaration and Bylaws.

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

H. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.

I. This Declaration affects that certain real property located in Wasatch County, Utah described with particularity in Article II below (hereinafter referred to as the "Tract").

J. Declarant is the Owner of the Tract.

K. This expandable Project initially consists or will consist of fifty-five (55) one acre Lots.

L. All of the voting requirements to amend and restate the Original Declaration and Bylaws have been satisfied.

M. Declarant has constructed, is in the process of constructing, or will construct upon the Tract additional improvements. All of such construction has been, or is to be, performed in accordance with the Development Agreement, as amended and supplemented, this Declaration, and the plans contained in the Final Plat, as amended and supplemented.

N. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Tract, together with an appurtenant ownership interest in the Association.

O. Since the completion of the Project may be in phases, the completed Project will consist of Phase 1 and any subsequent phases.

P. Declarant desires, by filing this Declaration, to submit the next phase of the Project and all improvements now or hereafter constructed thereon to this Declaration.

Q. The Project will continue to be known as "Triple Crown Subdivision."

COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS

NOW, THEREFORE, for the reasons recited above, the Declarant hereby makes the following covenants, conditions and restrictions, and reservations of easement.

ARTICLE 1 DEFINITIONS

The following definitions shall apply to this Declaration:

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

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

3. The term Association shall mean and refer the association of Lot owners acting or taken as a group in accordance with the Declaration.

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

5. The term Bylaws shall mean and refer to the code of rules for the administration of the Association. See Exhibit "B" attached hereto and incorporated herein by this reference.

6. The term City shall mean and refer to the City of Heber in Wasatch County, Utah.

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

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

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

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

(d) Detention pond;

(e) The common secondary water system with a weir, filter and pump station;

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

(g) Trails; and

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

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

8. Common Expense shall mean and refer to: (a) All sums lawfully assessed against

the Owners; (b) Expenses of administration, maintenance, repair or replacement of the Common Area and Facilities; (c) Expenses allocated by the Association among the Owners; (d) Expenses agreed upon as common expenses by the Association; and (d) Expenses declared common expenses by the Declaration.

9. The term Declaration shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Triple Crown Subdivision.

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

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

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

13. The term Design Guidelines shall mean and refer to the design guidelines for the Project.

14. The term Design Review Committee (the "DRC") shall mean the person or persons appointed to review the designs, plans and specifications for the Homes and landscaping, including by way of illustration but not limitation the architecture, elevations, construction materials, fencing, landscaping, grading and drainage, and other physical improvements within the Project.

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

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

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

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

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

20. The term Final Plat shall mean and refer to the recorded Final Plat for Triple Crown Subdivision on file in the Office of the County Recorder.

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

22. The term Guest shall mean and refer to a guest, visitor, or invitee of an Owner.

23. The term Home shall mean and refer to a dwelling, residence or home constructed upon a Lot.

24. The term Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.

25. The term Individual Charge shall mean and refer to a charge levied against an Owner for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment. Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner including:

(a) The cost to repair any damage to any portion of the Property on account of loss or damage caused by such Person; or

(b) The cost to satisfy any expense to any other Owner, the Association or Design Review Committee due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Project Documents;

(c) Default Assessment; or

(d) Fine (or other sanction or penalty).

Individual charges may be secured by a lien against the Owner's interest in the property and the

Association also shall have all other collection remedies, both legal and equitable, available under Utah law and this Declaration.

26. The term Land shall mean and refer to the Property.
27. The term Landscaping shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within the Property as well as the appurtenant sprinkling and irrigation systems.
28. The term Lender shall mean and refer to a Mortgagee.
29. The term Lot shall mean and refer to a lot as shown on the Final Plat. Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.
30. The term Lot Number shall mean and refer to the number, letter, or combination thereof designating a particular Lot as identified on the Final Plat.
31. The term Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
32. The term Manager shall mean and refer to the Person appointed or hired by the Design Review Committee to manage and operate the Property.
33. The term Map shall mean and refer to the Final Plat.
34. The term Mortgage shall mean and refer to any mortgage, deed of trust, or other security instrument (including the seller's rights under a contract for deed) by which a Lot or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Lot, or any part thereof or interest therein.
35. The term Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary, or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Declarant as the holder of a First Mortgage of a Lot or any interest therein.
36. The term Office of the County Recorder or County Recorder shall mean and refer to the Office of the County Recorder of Wasatch County, Utah.

37. The term Owner shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Lot, excluding a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

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

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

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

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

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

43. The term Project shall mean and refer to Triple Crown Subdivision as it may be expanded from time to time.

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

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

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

47. The term Residence Number shall mean and refer to the number, letter, or

combination of name, numbers, and letters that identifies a Lot.

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

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

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

51. The term Street Tree Guide shall mean and refer to Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

54. The term Unit shall mean and refer to a Home or if the context clearly requires, a Lot.

55. The term Use Restrictions shall mean and refer to the use restrictions and limitations expressly set forth herein.

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

ARTICLE 2 GENERAL PROVISIONS

1. Description of the Project and the Association.

(a) It is intended that in the initial phase of the Project there will be fifty-five (55) one acre Lots, a detention pond, common secondary water system with a weir, filter and pump station, open space, trails, and other improvements of a less significant nature. Living in a subdivision with protective covenants is not like living in a typical subdivision. All of the Owners

will share common elements and facilities. Because of this sharing protective covenants are not only worthwhile, they are absolutely necessary for everyone's comfort and enjoyment. The covenants include the obligation to pay for the Common Expenses.

(b) It is intended that the Association have a corporate status and that it is properly registered with the State of Utah. The Board of Directors may unilaterally re-file the articles of incorporation of the Association if its status has been suspended or dissolved, and adopt the prior bylaws.

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

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

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

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

(b) Locations of Facilities Easement. Declarant hereby reserves for itself and its affiliates and assignees a non-exclusive easement for itself and its affiliates and assignees to construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of Facilities over, across, and through all other Common Area and Facilities of the Project in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner, Mortgagee or the Association. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

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

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

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

(f) Easements for Utilities, Drainage and Irrigation. Easements for utilities, the common secondary water system with a weir, filter and pump station, the drainage systems and facilities, and irrigation are reserved hereby and on the recorded Final Plat. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of such utilities, facilities, systems and patterns, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the established channels in the easements and rights of way. If any such improvements, facilities, systems or patterns are altered by an Owner, the Declarant and/or the Design Review Committee expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

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

direction or flow of drainage channels, or obstruct or retard the flow of water through the channels.

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

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

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

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

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

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

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

6. Zoning. All land use and buildings shall be in compliance with all zoning and land

use ordinances as well as all regulations of the municipalities and agencies governing the Project.

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

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

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

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

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

- 1) All Homes shall be single-family dwellings with at least a two-car garage. All Homes shall be at least fifty-four feet (54') wide including the three-car garage.
- 2) The height of any Home shall not exceed two stories above ground.
- 3) All Homes shall have at least 2,000 square feet of finished floor space above grade.
- 4) Home exteriors must consist of at least two (2) types of approved construction materials. Only real stone, brick, hardi-board and stucco

are allowed. Stucco is only allowed on the back three-fourths (3/4) of the Home, although enhancements will be required on corner Lots. All exterior finishes shall comply with the elevations provided by the Declarant and incorporated into the Development Agreement. In the event of a dispute, the decision of the DRC shall be final, binding and conclusive.

- 5) The goal of the placement and location of a Home on the estate-sized Lots within the Project is to provide a feeling of openness by establishing generous setbacks from the streets and other buildings on the Lot and adjacent Lots. Generous front yard setbacks offer opportunities for non-traditional uses in the front yard spaces, such as a pasture or orchard. It is not intended necessarily to require a large front lawn; alternate materials are available, such as pasture grasses which do not require as much maintenance. Eighty feet (80') to one hundred and twenty feet (120') setbacks are encouraged. No adjacent Lots may have the same front setback. The following yard setbacks are required:

a) Front Yard Setbacks

- (1) The minimum front yard setback from any street is fifty feet (50').
- (2) The minimum front yard setback for an Accessory Building, such as a stable, barn or shed is fifty feet (50').
- (4) No Accessory Buildings are allowed at the corner of a Lot; provided, however, if an Accessory Building is located in the front yard of a corner Lot, one setback may be the minimum of fifty feet (50') but the setback from the other street must be a minimum of one hundred and forty feet (140').

b) Side Yard Setbacks.

- (1) The minimum side yard setback is twenty-five feet (25').
- (2) The minimum side yard setback for an Accessory

Building, such as a stable, barn or shed is ten feet (10'); provided, however, it must be a minimum of fifty feet (50') from any other Building on the same Lot or on an adjacent Lot.

c) Rear Yard Setbacks.

- (1) The minimum rear yard setback is forty feet (40').
- (2) The minimum rear yard setback for an Accessory Building, such as a stable, barn or shed, is thirty feet (30') ; provided, however, it must be a minimum of fifty feet (50') from any other Building on the same Lot or on an adjacent Lot.

In the event of a dispute over a setback, the decision of the DRC shall be final, binding and conclusive.

- 6) An Accessory Building that houses animals or poultry shall be located no less than seventy-five feet (75') from any Home.
- 7) All Homes shall be constructed with 30-year architectural or superior grade shingles. All roof pitches must be within a range of 4/4 to a 12/12.
- 8) Any detached accessory building must conform in design and materials with the primary residential Home and comply with subsection (g) below. Accessory Buildings, barns, garages and the like are encouraged for watercraft, trailers, machinery, equipment, etc.
- 9) No tin sheds are allowed.
- 10) Any and all plans and specifications for an Accessory Building must be submitted, reviewed and approved in writing in advance.
- 11) All Lots shall be fully landscaped in accordance with subsection (f) and Section 9 set forth below.
- 12) Four (4) rail street community fencing is included with the purchase of a Lot and will be installed by Declarant within thirty (30) days of closing between the months of May and October, weather permitting.

All other Lot fencing installed or constructed by an Owner must be expressly approved in writing by the DRC. This includes the location, construction materials, colors, dimensions, etc. A request may be denied. No fence or similar structure shall be placed in any front yard by an Owner. No fence or similar structure shall be placed in any side or rear yard in excess of six (6') feet in height. Chain link fencing is strictly prohibited. If there is a dispute about fencing, the decision of the DRC shall be final, binding and conclusive.

- 13) Conditional uses may be allowed for a swimming pool, cabana, equipment building, and outdoor recreational activities, such as an athletic court, tennis courts, basketball court, soccer pitch, batting cage, and so forth. To obtain permission for a conditional use, the Owner shall submit a written application to the DRC with plans and specifications. The DRC will review the application and submit a written acceptance or denial. Conditions may be imposed. The DRC may charge an application and review fee. The DRC may require samples of proposed construction materials. Any application not expressly approved in writing shall be considered denied and any such unapproved improvements shall be considered non-conforming and the Owner may be required to remove the improvements and restore the property to its prior condition at his sole cost and expense.
 - 14) Each Owner is responsible at his sole expense to install and maintain an adequate yard light or lights, a mail box and newspaper receptacle. If masonry is used to build the mail box enclosure, then it must match the masonry exterior on the Home.
- (d) Preliminary Architectural Drawings, Plans and Specifications. The DRC may require, as a minimum, the following additional items:
- 1) Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
 - 2) Floor plans of each floor level to scale.
 - 3) Elevations to scale of all sides of the Home.
 - 4) One major section through Home.
 - 5) A perspective (optional).

6) Specifications of all outside materials to be used on the exterior of the Home.

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

- 1) Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- 2) Detailed floor plans.
- 3) Detailed elevations, indicating all materials and showing existing and finished grades.
- 4) Detailed sections, cross and longitudinal.
- 5) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addenda or riders noting the colors of all materials to be used on the exterior of the Home.

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

- 1) Each Owner is obligated to install the landscaping on his Lot at his sole expense, unless otherwise expressly noted.
- 2) All Lot landscaping must be completed within nine (9) months of the date of closing. Buyer must notify Association in writing if Buyer is not going to immediately commence construction. Regardless, Buyer shall begin paying lot maintenance fee thirty (30) days following the date of closing.
- 3) Landscaping shall include by way of illustration but not limitation the planting of a lawn and/or other appropriate ground cover, planting

beds and flower beds, appropriate bushes and shrubs, and the planting of trees.

- 4) Weather permitting, Declarant will install seventeen feet (17') of street landscaping and fencing within thirty (30) days of closing.
- 5) Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained and replaced by the Owner.
- 6) Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced.
- 7) All replacement trees must also satisfy the requirements of the Street Tree Planting Plan.
- 8) The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the Project.
- 9) No concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces (collectively "controlled surfaces") may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the DRC.
- 10) Front, side or rear yards constructed primarily or substantially of controlled surfaces are prohibited.
- 11) Should any Owner fail to comply with the provisions of this paragraph, the Declarant or the DRC shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials.
- 12) The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest

of the Owner in such property, enforceable at law or equity, until payment is made.

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

- 1) Any detached Accessory Building must conform in design and construction materials with the primary residential Home.
- 2) The maximum height of an Accessory Building shall be twenty-five feet (25'); and
- 3) If there is a dispute of any kind whatsoever, such as whether a structure is an Accessory Building, the decision of the Declarant, or upon the termination of the Period of Declarant’s Control, the Design Review Committee, shall be final, conclusive and binding.

(h) Open Space. Several parcels on the Final Plat have been designated as open space for the Property. The following improvements and activities shall be permitted: pasture, unimproved land, open area, landscaping, green space, and the grazing of horses. The following improvements and activities shall be prohibited: temporary or permanent buildings or building-type structures or any kind, impervious surfaces other than those used only for activities expressly permitted hereby, operation, parking or storage of motorized vehicles of any kind except those used for landscaping maintenance, machinery which is affixed to the property and which can be seen or heard from adjacent property, noxious or offensive activities of any kind, any activity which is or which may become a nuisance, and dumping or storage of refuse, garbage or other waste.

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

(j) No Waiver of Future Approvals. The approval of the DRC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

(k) Variance. The DRC may authorize variances from compliance with any of

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

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

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

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

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

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

with Community Standards.

(b) Landscaping.

- 1) The Association will maintain the seventeen foot (17') strip of street landscaping and fencing on each Lot.
- 2) Each Owner is responsible to maintain the remaining landscaping on his Lot.
- 3) All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in accordance with any City landscaping maintenance plans or ordinances.
- 5) All landscaping shall be maintained in a safe, sanitary, aesthetic and orderly condition.
- 6) Any weeds or diseased or dead lawn, trees, ground cover, shrubbery or other plantings shall be removed and replaced.
- 7) All lawn areas shall be regularly mowed and edged.
- 8) All trees, shrubs and bushes shall be regularly pruned and trimmed.
- 9) No landscaping shall adversely affect the value or use of any other Lot, or detract from the design scheme and appearance of the Project established by the Declarant.
- 10) Anything to the contrary notwithstanding, all landscaping must abide by and strictly comply with all soils report recommendations and City requirements.
- 11) Specific additional written guidelines, standards, controls, and restrictions on landscaping may be adopted or by the Board of Directors from time to time.
- 12) In the event of a dispute, the decision of the DRC shall be final, binding and conclusive.

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

(d) Area of Personal Responsibility. Each Owner is responsible to maintain his Lot. Each Owner is responsible to pay the "Lot Maintenance Assessment" if construction does not immediately follow the Lot purchase. Each Owner shall remove all ice and snow accumulations

from his Lot. No Lot Owner shall allow his Lot to detract from the health, safety or uniform appearance or design of the Project.

(e) Default Provisions. If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Board of Directors may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The term "emergency" as used here means a situation or condition in which there is a threat of imminent and substantial harm to person or property. The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. A lien may be filed by the Association against the Owner's interest in the Property to secure payment.

(f) Architectural Controls. No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior express written approval of the Board of Directors or any Committee established by the Board of Directors for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, excavation, patio covers, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, geothermal products, wind turbines or other alternate energy resources, shade screens, awnings, window coating or tinting, decorative alterations, and other work that in any way alters the exterior appearance of the Property. The Board of Directors, or Design Review Committee established by the Board of Directors for that purpose, may designate the design, style, model and manufacturer of any exterior improvement or alteration that is acceptable to the Board of Directors. Such designations shall be for the purpose of achieving uniformity of appearance and preservation and enhancement of property values.

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

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

(i) Power and Gas Easements/Disclaimer of Liability. By acceptance of a deed or other document of conveyance to one of said Lots or any other portion of the Property, or by

entering said property, each Owner for himself and his Permittees acknowledges the existence of such utilities and agrees to contact the power and gas companies regarding the easements, including questions regarding excavation and digging. In addition, Owners and Permittees hereby assume all risks, dangers, hazards and perils inherent in living on or visiting property with gas and power easements, and further waive any and all claims against the Declarant and/or the Association for loss, damage or harm to his person, including death, or property arising out of or caused by said utility easements, and further releases the Declarant and/or Association from any and all liability for any loss, damage or harm to person, including death, or property arising out of said utility easements, including negligence and death, and hereby covenants not to sue for such claims.

(j) Common Irrigation and Water/Sprinkler Systems; Pump, Filters, Etc. No Owner shall permit or do any work or make any alterations or changes which would jeopardize the soundness or safety of the common irrigation or water/sprinkler system (or its component parts (e.g. pump, filters, distribution lines, etc.)), reduce its utility, effectiveness or value, or otherwise damage, obstruct, block, impair or interfere with said system.

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

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

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

(c) Motor Vehicles. The driving, parking, standing, and storing of motor vehicles in, on or about the Project shall be governed and regulated by the parking rules and regulations adopted by the Board of Directors, as they may be from time to time. All garages shall be used primarily for the parking and storage of vehicles. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. Except for purposes of loading or unloading passengers or supplies, for a period of time not to exceed twenty-four (24) hours, all Recreational, Commercial, and Oversized Vehicles may only be stored on a Parking Pad approved in writing by the Declarant or the DRC. Anything to the contrary notwithstanding, eighteen-wheeled semi-trailers and similar oversized or

commercial transportation devices are not allowed. WITHOUT ANY FURTHER NOTICE, vehicles parked in violation of the Project Documents may be (a) immobilized, (b) towed, and/or (c) impounded by the DRC or its designee, and at the owner's sole (i) risk and (ii) expense.

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

(e) Aerials, Antennas, and Satellite Systems. All exterior aerials, antenna and satellite dishes (collectively "antenna") must be positioned so that they are screened from view from the street. No antenna shall be erected, maintained or used in, on or about any Home, outdoors and above ground, whether attached to or on top of any building, structure, Home, or otherwise, within the Project without the prior written consent of the Declarant or DRC, which shall not be unreasonably withheld. Anything to the contrary notwithstanding, if there is a conflict between this subsection and the FCC guidelines, the latter shall in all respects govern and control. In making its decisions, the Declarant and/or DRC shall abide by and be subject to all relevant local, state and federal laws, including but not limited to all FCC guidelines, rules and regulations as they may be or supplemented from time to time.

(f) Animals and Pets.

(1) Large Animals and Fowl. Large animals as that term is defined by local ordinance are not allowed unless otherwise expressly and specifically provided herein. In the event of any conflict between the provisions of local ordinance and this subsection, this subsection shall in all instances govern and control. If a decision is required as to the interpretation, reading or enforcement of this section or if a large animal or fowl is allowed, the decision of the Board of Directors shall be conclusive, final and binding. The Board of Directors may adopt Large Animal and Fowl Rules, and may charge reasonable impact fees and security deposits.

- (1) horse per ½ acre is allowed with no more than (10) horses per lot;
- Cows, sheep, goats, pigs/hogs, donkeys, mules, llamas, alpacas, guanacos or similar animals who in the sole discretion of the Board of Directors create or may create a nuisance because of noise or smell are not allowed;
- Chickens are allowed;
- Roosters are not allowed;
- Pheasants, chuckars or similar fowl are allowed;
- Falcons are allowed;
- Mink or other animals that are bred for fur or other by products are not allowed; and
- Animals or fowl which create or maintain a nuisance are not allowed.

(2) Commercial Breeding. No pets, animals, livestock, or poultry of any kind may be commercially bred at the Project.

(3) Domestic or Household Pets. Up to two (2) domestic pets as that term is defined by Local ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered.

(4) Nuisance. Animals, fowl and pets may not create a nuisance. The following acts or behaviors by way of illustration but not limitation shall be considered a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Project and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; (9) violation of City pet ordinance; and (10) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

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

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

(i) Signs.

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

(2) The Association may not prohibit the display of a U.S. flag inside a Dwelling, Unit, Lot or Limited Common Area, if the care of the flag and display is consistent with federal law. The Association may control and restrict the display of a flag in the Common Area. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Lot.

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

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

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

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

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

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

(b) No Owner shall be permitted to lease his Home for short term, transient, hotel, vacation, seasonal or corporate-use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Home, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the Design Review Committee.

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

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

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

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

13. Common Expenses.

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

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

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

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

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

(2) Basis. Shall be based upon advance estimates of cash requirements by the Board of Directors to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and regulation of the Association, which estimate shall include but is not limited to expenses of management, irrigation water, grounds maintenance, taxes and special assessments, premiums for all insurance which the Board of Directors is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Common

Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Board of Directors employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added, this estimate may need to be adjusted periodically as each new Phase is completed.

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

(f) Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved by the Owners. The Owners may call a special meeting within forty-five (45) days of the meeting providing the proposed Budget to vote to disapprove the Budget, although to set it aside and to reject a proposed Budget requires the affirmative written consent of at least a majority of total ownership. If the new budget is disapproved, then the prior year's budget continues.

(g) Payment of Assessments and Payoffs.

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

(2) The Association may charge a fee for providing Association payoff information needed in connection with the closing of a Unit Owner's financing, refinancing, or sale of the Owner's Unit (the "Payoff Fee"). The Association may not require that the Payoff Fee be paid before closing and the Payoff Fee may not exceed the statutory limit without a change in the statute. If the Association fails to provide the payoff information requested within five (5) business days after the closing agent requests the information may not enforce a lien against that Unit for money due to the association at closing; provided, however, a request shall not be considered effective unless the request is conveyed in writing to the designated contact person for the Association on record with the State of Utah and contains: (1) the name, telephone number, and address of the person making the request; and (2) the facsimile number or email address for delivery of the payoff information; and (3) is accompanied by a written consent for the release of the payoff information: (a) identifying the person requesting the information as a person to whom the payoff information may be released; and (b) signed and dated by an Owner of the Unit for which the payoff information is requested.

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

(i) Personal Obligation of Owners. All Owners (unless expressly excluded) are liable to pay all Assessments and their share of the Common Expenses; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate

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

(j) Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of Directors may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days written notice of any changes.

(k) Re-Assessments. With at least thirty (30) days prior written notice, the Board of Directors may elect to re-assess among all of the Owners any delinquent and unpaid Assessments.

(l) Reserve Analysis and Fund. The Board of Directors shall prepare and update a Reserve Analysis (and present them to the Owners) and fund a Reserve Account in accordance with the requirements of Utah law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

notice and an opportunity to be heard.

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

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

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

(c) the right to request a hearing.

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

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

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

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

(o) Assignment of Rents.

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

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

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

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

(d) provide the requirements and rights described herein.

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

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

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

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

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

4) Within five business days of payment in full of the assessment, including any interest or late payment fee, the manager or Board of Directors must notify the tenant in writing that future lease payments are no longer due to the association. A copy of this notification

must be mailed to the Owner.

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

18. Reinvestment Fee. The buyer or seller of a lot shall pay to the Association at the time of closing or settlement of the sale of a Lot a Reinvestment Fee in a sum to be determined by the Board of Directors, not to exceed the statutory limit. The Declarant is not required to pay this Fee. This section may not be amended without the express consent of Declarant.

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

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

21. Common Utilities.

(a) If there is a master water meter, then the Declarant hereby reserves to itself and hereby grants to the Association the right without the obligation to sub-meter the water to the Owners.

(b) In addition, Declarant may provide water and power utility services to the Entry, Entry Monument and other common elements at its expense (the "Entry Utility Service"). Such Common Utility Service shall be maintained and paid for by the Association as a Common Expense; provided, however, the Declarant (or the Association) may elect to provide such Entry

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

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

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

24. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the

validity or enforceability of the remainder hereof.

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

26. Enforcement and Right to Recover Attorneys Fees.

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

b. The Board of Directors may exercise its business judgment in deciding whether to impose sanctions or pursue legal action against violators and shall consider common concerns when taking or deciding not to take formal action, such as a weak legal position, conflict with current law, technical violations, minor or collateral issue, and whether or not it is in Association's best interests to pursue the matter and, if so, to what extent.

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

28. Indemnification of Design Review Committee. By acceptance of a deed or other document of conveyance to a Lot, each Owner hereby agrees to and shall save, indemnify and hold those neighbors volunteering and serving on the Design Review Committee harmless from any and all liability, loss or damage they may suffer as a result of claims, demands, costs, judgments or awards against them arising from their service on the Design Review Committee, including negligence. This indemnity is not intended to cover intentional misconduct.

29. Mortgagee Protection.

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

(b) If any proposed action which would require the consent of a specified percentage of Mortgagees, then if proper notice (as required by statute or government regulation) is given to a Mortgagee or other creditor, a legal presumption is created that the Mortgagee and/or creditor consented, absent the delivery of a written objection.

30. Allocation of Profits, Losses and Voting Rights.

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

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

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

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

31. Amendment of this Declaration.

(a) General. Except as provided elsewhere in this Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the legal representative of the Owners. In such instrument the legal representative shall certify that the vote required by this section for amendment has occurred.

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

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

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

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

or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Lots and all persons having an interest therein. It is the desire of Declarant to retain control of the Project and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Declarant, Declarant shall have the unilateral right to amend this Declaration to restore such control.

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

32. Registered Agent. The initial Registered Agent is Christopher P. Gamvroulas and the initial office of the Registered Agent is 978 East Woodoak Lane, Salt Lake City, Utah 84117.

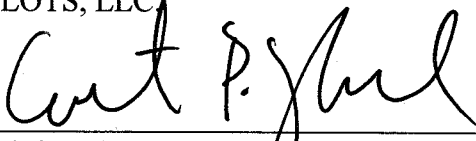
33. Managing Member. During the Period of Declarant's Control, the Board of Directors and Design Review Committee shall have a Managing Member. The initial Managing Member shall be Christopher P. Gamvroulas. The Managing Member is hereby appointed the agent of the Board of Directors and the Design Review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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 12 day of November, 2013.

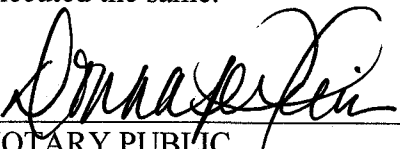
DECLARANT:
HEBER LOTS, LLC

By: 
Name: Christopher P. Gamvroulas
Title: ~~President~~ **MANAGER**

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day November, 2013 by Christopher P. Gamvroulas, as President of HEBER LOTS, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said HEBER LOTS, LLC executed the same.



NOTARY PUBLIC

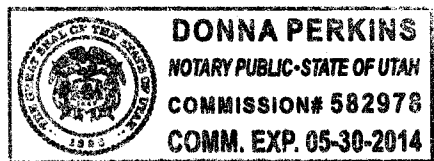


EXHIBIT "A"
LEGAL DESCRIPTION

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

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 89°53'35" EAST 678.55 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, AND SOUTH 694.84 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 4 (BASIS OF BEARING BEING NORTH 89°53'35" EAST 2660.626 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4); AND RUNNING THENCE EAST 595.46 FEET; THENCE NORTH 106.84 FEET; THENCE NORTH 89°41'51" EAST 717.30 FEET; THENCE NORTH 89°38'58" EAST 683.30 FEET; THENCE SOUTH 00°14'07" EAST 1265.53 FEET; THENCE SOUTH 00°30'21" EAST 666.95 FEET; THENCE NORTH 57°11'42" WEST 220.02 FEET TO A POINT ON A 48.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT BEARING TO CENTER BEING NORTH 57°11'42" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE 90.13 THROUGH A CENTRAL ANGLE OF 107°34'56" (CHORD BEARING AND DISTANCE BEING SOUTH 86°35'46" WEST 77.46 FEET) TO A POINT OF REVERSE CURVATURE OF A 14.50-FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.86 FEET THROUGH A CENTRAL ANGLE OF 50°48'08" (CHORD BEARING AND DISTANCE BEING NORTH 65°00'49" WEST 12.44 FEET); THENCE SOUTH 89°35'07" WEST 1041.89 FEET; THENCE SOUTH 00°24'53" EAST 218.00 FEET; THENCE SOUTH 89°35'07" WEST 68.94 FEET; THENCE SOUTH 68.02 FEET; THENCE WEST 1296.78 FEET; THENCE NORTH 00°15'47" WEST 1.14 FEET ALONG THE CALCULATED WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4 TO THE CALCULATED POSITION OF THE WEST QUARTER CORNER OF SECTION 4; THENCE NORTH 00°07'51" WEST 30.86 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 4; THENCE EAST 1232.25 FEET; THENCE NORTH 00°00'27" WEST 660.00 FEET; THENCE WEST 1233.67 FEET; THENCE NORTH 00°07'51" WEST 426.80 FEET ALONG THE CALCULATED WEST LINE OF THE NORTHWEST QUARTER OF SECTION 4; THENCE EAST 372.00 FEET TO A POINT ON THE EAST LINE OF CANAL, SAID POINT ALSO BEING A POINT ON THE ARC OF A 597.46-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, BEARING TO CENTER BEING SOUTH 69°44'54" EAST; THENCE ALONG SAID CANAL THE FOLLOWING SIXTEEN (16) COURSES: 1) NORTHEASTERLY 28.31 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°42'55" (CHORD BEARING AND DISTANCE BEING NORTH 21°36'34" EAST 28.31 FEET) TO THE POINT OF REVERSE CURVATURE OF A 452.13-FOOT RADIUS CURVE TO THE LEFT; 2) NORTHEASTERLY 97.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°22'43" (CHORD BEARING AND DISTANCE BEING NORTH 16°46'40" EAST 97.49 FEET); 3) NORTH 10°35'18" EAST 46.99 FEET TO THE POINT OF CURVATURE OF A 87.46-FOOT RADIUS CURVE TO THE RIGHT; 4) NORTHEASTERLY 11.99 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°51'16" (CHORD BEARING AND DISTANCE BEING NORTH 14°30'56" EAST 11.98 FEET); 5) NORTH 18°26'34" EAST 134.40 FEET TO THE POINT OF CURVATURE OF A 219.58-FOOT RADIUS CURVE TO THE RIGHT; 6) NORTHEASTERLY 21.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°30'24" (CHORD BEARING AND DISTANCE BEING NORTH 21°11'46" EAST 21.10 FEET); 7) NORTH 23°58'58" EAST 123.62 FEET TO THE POINT OF CURVATURE OF A 469.91-FOOT RADIUS CURVE TO THE LEFT; 8) NORTHEASTERLY 35.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°16'47" (CHORD BEARING AND DISTANCE BEING NORTH 21°48'34" EAST 35.09 FEET); 9) NORTH 19°40'11" EAST 67.57 FEET TO THE POINT OF CURVATURE OF A 62.84-FOOT RADIUS CURVE TO THE RIGHT; 10) NORTHEASTERLY 26.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°30'28" (CHORD BEARING AND DISTANCE BEING NORTH 31°55'25" EAST 26.67 FEET); 11) NORTH 44°10'39" EAST 27.89 FEET TO THE POINT OF CURVATURE OF A 143.11-FOOT RADIUS CURVE TO THE LEFT; 12) NORTHEASTERLY 78.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°30'41" (CHORD BEARING AND DISTANCE BEING NORTH 28°25'19" EAST 77.72 FEET); 13) NORTH 12°39'58" EAST 110.76 FEET TO THE POINT OF CURVATURE OF A 489.34-FOOT RADIUS CURVE TO THE LEFT; 14) NORTHEASTERLY 60.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°08'10" (CHORD BEARING AND DISTANCE BEING NORTH 09°05'53" EAST 60.91 FEET); 15) NORTH 05°31'48" EAST 14.90 FEET TO THE POINT OF CURVATURE OF A 169.42-FOOT RADIUS CURVE TO THE RIGHT; 16) NORTHEASTERLY 46.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'49" (CHORD BEARING AND DISTANCE BEING NORTH 13°24'43" EAST 46.47 FEET) TO THE POINT OF BEGINNING.

OTX-1001 Through OTX-1055

OTX-10PN-1
OTX-10PN-2
OTX-10PN-3
OTX-10PN-4
OTX-10PN-5
OTX-10PN-6
OTX-10PN-7

EXHIBIT "B"
BYLAWS OF
THE TRIPLE CROWN SUBDIVISION HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

Section 1.01 Name and Location. The name of the association is Triple Crown Subdivision Homeowners Association (the "Association"). The principal office of the corporation shall be located at 978 East Woodoak Lane, Salt Lake City, UT 84117, but meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

ARTICLE II
DEFINITIONS

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

ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION

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

Section 3.02 Special Meetings. Special meetings of the Association may be called at any time by the President, by a majority of the Members of the Board of Directors, or by a petition signed by $\frac{1}{4}$ of the Lots.

Section 3.03 Notice of Meetings. Written notice of a meeting of the Association, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice given in accordance with the provisions of the Revised Nonprofit Corporations Act) shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, text message, the Association website, or other electronic notice; provided, however an Owner may by making a written demand to the Association require written notice.

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

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

Section 3.06 Attendance at Meetings. Provided it is not disallowed by applicable Utah law, an Owner (or his Proxy) may attend a meeting in person or by other electronic means provided he is able to communicate with the group in real time.

ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE

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

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

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

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

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

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

Section 4.07 Notice of Meetings. Written notice of a meeting of the Board of Directors, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to

call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice may be hand-delivered or sent by mail, e-mail, fax or other electronic medium or telecommunication.

Section 4.08 Voting. Each Member shall have one vote.

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

Section 4.10 Attendance at Meetings. Provided it is not disallowed by applicable Utah law, a Director (or his Proxy) may attend a meeting in person or by other electronic means provided he is able to communicate with the group in real time.

Section 4.11 Electronic Communications. Provided it is not disallowed by applicable Utah law, the Board of Directors may make decisions by e-mail or other electronic means.

Section 4.12 Managing Member. During the Period of Declarant's Control, the Board of Directors shall have a Managing Member. The initial Managing Member shall be Christopher P. Gamvroulas. The Managing Member is hereby appointed the agent of the Board of Directors and is granted the right, power and authority to act unilaterally on its behalf, anything to the contrary notwithstanding. This office and agency shall expire automatically upon the termination of the Period of Declarant's Control.

ARTICLE V MEETINGS AND ACTION WITHOUT A MEETING

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

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

Section 5.03 Meetings by Telecommunications. Persons participate in a meeting of the Owners or Board of Directors by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

5.04 Online Voting. Secure online voting with proper software and administration is allowed unless prohibited by Utah law. The procedure may involve the creation of a ballot, notice, information and disclosure statement. It will likely include upload features. The site must be secure and that the matter properly administered. The Board must give notice that the system is established, that online voting is available, and spell out the procedure (e.g. the website name, each owner's unique user name, and so forth). In addition, each Owner must execute a written waiver saying he waives the right to receive an absentee ballot and/or proxy by hand-delivery or U.S. mail.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

a. Maintain and repair in an attractive, safe and functional condition the Common Areas and Facilities;

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

ARTICLE VII OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

ARTICLE VIII COMMITTEES

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

ARTICLE IX BOOKS AND RECORDS

Section 9.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Tract, and the administration of the Tract, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

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

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

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

Section 9.05 Production of Records. The Association shall: (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas

and Facilities and any other expenses incurred; and (b) make those records available for examination by any Unit Owners at a convenient hour during the regular work week no later than fourteen (14) days after the Unit Owner makes a written request to examine the records.

**ARTICLE X
AMENDMENTS**

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

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

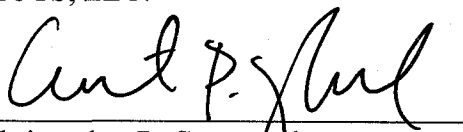
Section 10.03 Corporate Status. If the corporate status of the Association is suspended or dissolved for any reason, the Board of Directors may unilaterally reinstate or recreate the corporate status.

**ARTICLE XI
FISCAL YEAR**

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 12 day of November, 2013.

DECLARANT:
HEBER LOTS, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: ~~President~~ MANAGER

ACKNOWLEDGMENT

STATE OF UTAH)
 SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day November, 2013 by Christopher P. Gamvroulas, as President of HEBER LOTS, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said HEBER LOTS, LLC executed the same.



NOTARY PUBLIC

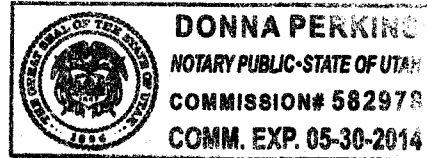


EXHIBIT "C"
STREET TREE GUIDELINES

1. The following Plant List identifies the kinds of Street Trees which may be planted. No substitutions are allowed without the express prior written consent of the Declarant or Architectural Review Committee.

2. Approved Street Tree Plant List:

COMMON NAME

BOTANICAL NAME

October Glory Maple

Acer rubrum