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**MASTER DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS**

THE VILLAGES OF WESTGATE

(An Expandable Planned Unit Residential Complex)

Provo, Utah County, Utah

THIS MASTER DECLARATION (the "Master Declaration") is made this 12th day of August, 1992, by **WESTGATE DEVELOPMENT, L.C.**, a Utah limited liability company ("Declarant").

RECITALS

A. Declarant is the record fee owner of that certain real property situated in the City of Provo, County of Utah, State of Utah, more particularly described in Exhibit A, attached hereto and incorporated by this reference, which real property comprises the initial Covered Property under this Master Declaration. The Master Declaration is being imposed by Declarant upon said real property and such other real property which may, from time to time, be annexed to and become a part of the Covered Property in furtherance of a plan of residential development.

B. Declarant intends to create within and upon the Covered Property a residential complex containing distinctive and different areas or Villages distinguished by location, lot sizes, and types of residences constructed thereon (the "Project"). To accomplish this, Declarant desires to establish master protective covenants, conditions, easements, reservations and restrictions upon the Covered Property which will constitute a general plan for the improvement, development, and management of the Project, and for the use, occupancy and enjoyment thereof by those who acquire ownership therein, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Covered Property and enhancing the quality of the residential environment within the Project.

C. Declarant intends to develop different areas within the Covered Property as individual Villages within which different styles and types of residences will be developed and to which different easements and/or restrictions may apply. Accordingly, each Village of the Covered Property, in addition to being subject to this Master Declaration, will also be subject to a Supplementary Development Declaration setting forth covenants, conditions, easements, reservations and restrictions which may be unique to that particular Village.

D. To provide efficient management for the Project and to preserve its value, desirability and attractiveness, Declarant, pursuant to this Master Declaration, has established The Villages of Westgate Owners Association, a Utah non-profit corporation (the "Association"), and has delegated and assigned to such Association, through its Board of Trustees, the powers of managing the Project; of maintaining and administering Common Areas; of administering and enforcing all covenants, conditions, easements, reservations and restrictions; of collecting and dispersing funds pursuant to the Assessments and charges hereinafter created and referred to; and of performing such other acts as shall generally benefit the Project.

E. Declarant will hereafter hold and convey title to all the Covered Property, subject to the protective covenants, conditions, easements, reservations and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of its interests in the Covered Property, as the same may from time to time appear, shall be held and conveyed subject to the following covenants, conditions, easements, reservations and restrictions which are hereby declared to be for the benefit of said interests in the Covered Property, and the owners of said interests, their successors and assigns. All of said covenants, conditions, easements, reservations and restrictions shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns and to all parties hereafter owning any interests in the Covered Property.

ARTICLE I

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DEFINITIONS

When used in this Master Declaration (including that portion hereof captioned "RECITALS") each of the following terms shall have the meaning indicated:

1.01 Assessment shall mean and refer to the amount which is to be paid by each Member to the Association for Common Expenses.

1.02 Association shall mean and refer to the Villages of Westgate Owners Association, a Utah non-profit corporation, its successors and assigns.

1.03 Board shall mean and refer to the Board of Trustees of the Association.

1.04 Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied herein.

1.05 Common Expenses shall mean and refer to the actual and estimated costs of maintenance, management, operation, repair, and replacement of the Common Areas, and all other areas on or adjacent to the Covered Property which are required to be maintained by the Association, including any offsite storm drainage system serving the Project (until such time as the system expands to serve other areas outside the Project and is incorporated into a service district or other form of governmental subdivision); costs of management and administration of the Association; costs of any utilities or landscaping services to the extent such services are paid for by the Association; reasonable reserves, as deemed appropriate by the Board; taxes, if any, paid by the Association; and any other expenses incurred by the Association for any reason whatsoever in connection with the Common Areas, this Master Declaration, any Supplementary Declaration, the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligation imposed upon the Association by this Master Declaration and any supplement thereto.

1.06 Common Areas shall mean and refer to any and all real property, including Covered Property, and any improvements and fixtures thereto and any personal property thereon which may be owned by or under lease or easement to the Association from time to time for the common use and benefit of the Members, including, without limitation, private water irrigation systems, landscaped areas, Project entry statements, lighting, open spaces and paths. Declarant shall convey any Common Areas to the Association free of all liens and encumbrances except current real property taxes which shall be prorated as of the date of conveyance, any title exceptions of record, and this Master Declaration and any supplement thereto.

1.07 **Covered Property** shall mean and refer to all the real property described on Exhibit A hereto and, subsequent to the annexation thereof pursuant to this Master Declaration, any Expansion Property which shall in the future become a part of the Project and subject to this Master Declaration, as herein provided, but which definition shall, in any event, exclude dedicated streets.

1.08 **Expansion Property** shall mean and refer to that real property situated in the City of Provo, County and State of Utah, more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, together with all Improvements which may be constructed thereon. A description of the Expansion Property is set forth in this Master Declaration solely for purposes of identification and this Master Declaration is not deemed to constitute a lien, encumbrance, or restriction upon all or any portion of the Expansion Property unless and until the same is added to and becomes a part of the Covered Property in accordance with the provisions of this Master Declaration.

1.09 **Improvements** shall mean and refer to any buildings, structures, residences, landscaping and lawns, exterior walkways, parking areas, drives, fences, utility, water lines (whether public or private), sewer lines, lighting, excavations, grading, berms, drainage facilities, wells, and all other structures or objects of any kind installed or constructed on the Covered Property.

1.10 **Lot** shall mean and refer to any parcel of land shown on any recorded final subdivision plat filed by Declarant to the extent such parcels are part of the Covered Property intended for single family residential use, excluding in any event dedicated public streets, rights of way and Common Areas.

1.11 **Master Declaration** shall mean and refer to this "Master Declaration of Protective Covenants, Conditions, Easements, Reservations and Restrictions of The Villages of Westgate (An Expandable Planned Unit Residential Complex)" as the same may be supplemented or amended from time to time.

1.12 **Member** shall mean and refer to any person or entity who qualifies for membership in the Association pursuant to the provisions of this Master Declaration, including Declarant.

1.13 **Mortgage** shall mean and refer to any recorded first mortgage or first deed of trust encumbering a Lot.

1.14 **Mortgagee** shall mean and refer to the mortgagee or beneficiary under any Mortgage.

1.15 **Owner** shall mean and refer to any one or more persons or entities who are, alone or collectively, the record owner of a fee simple title to a Lot, including Declarant, and the vendee under an installment sales contract pertaining to a Lot, but such definition shall exclude those holding any such interests merely as security for the performance of an obligation.

1.16 **Project** shall mean and refer to all of the Covered Property, together with all of the residential and other Improvements constructed thereon, as the same may exist from time to time.

1.17 **Reimbursement Assessment** shall mean and refer to a charge against a particular Owner or his Lot or Unit for the purpose of reimbursing the Association for costs incurred in bringing the Owner, his Lot or Unit into compliance with the provisions of this Master Declaration, the Articles, or rules and regulations of the Association, or any other charge designated as a Reimbursement Assessment in this Master Declaration, the Articles, or rules and regulations of the Association or the Supplementary Development Declaration of any separate Village within the Project which so provides, together with costs, interest, attorney's fees and other charges payable by such Owner with respect thereto.

Development Declaration of any separate Village within the Project which so provides, together with costs, interest, attorney's fees and other charges payable by such Owner with respect thereto.

1.18 Supplementary Declaration shall mean and refer to each of those certain supplements to this Master Declaration recorded subsequent to the recordation of this Master Declaration in connection with the annexation of Expansion Property into the Project as part of the Covered Property, thereby extending the provisions of this Master Declaration to such Expansion Property as provided herein.

1.19 Supplementary Development Declaration shall mean and refer to each declaration of protective covenants, conditions, reservations, restrictions, and easements, and any further supplements thereto, recorded concurrently with any final subdivision plat filed by Declarant with respect to any Village of the Project and which may establish more detailed and/or additional improvement, development and/or use restrictions for such individual Village within the Covered Property than are set forth herein.

1.20 Village shall mean and refer to each of five (5) distinctive portions of the Covered Property with regard to which separate recorded final subdivision plats will be filed. The subdivided Lots of each Village and the residential Improvements to be constructed thereon will distinguish each of such Villages, one from the other, as to architectural style, location within the Project, size, etc., and each Village will be subject to a separate Supplementary Development Declaration as well as to the provisions of this Master Declaration. The five (5) Villages and the approximate minimum and maximum numbers of Lots anticipated to be in each are:

<u>Name</u>	<u>Lots</u>	
	<u>Minimum</u>	<u>Maximum</u>
Westgate Townhomes	92	114
Westgate Landing	36	116
Westgate Pointe	46	46
Westgate Park	43	50
Westgate Retreat	42	92

The maximum numbers of Lots set forth above will be developed only upon approval by the appropriate governmental agencies of Provo City for expansion of the Project beyond that which has been preliminarily approved as of the date of recordation of this Master Declaration.

ARTICLE II

THE ASSOCIATION

2.01 Purposes. With respect to the Project, the Association shall, through its Board of Trustees and officers, maintain and administer Common Areas (including any area or system adjacent to the Project for which the Association has responsibility); administer architectural control matters; enforce the covenants, conditions, easements, reservations and restrictions set forth in this Master Declaration; levy and collect Assessments; pay Common Expenses; and, in general, manage the Project in a manner which will protect and enhance the value, desirability and attractiveness of the Project and the quality of the residential environment therein.

2.02 Membership. Every Owner shall be a Member of the Association and be subject to the terms of this Master Declaration, any Supplementary Declaration, the Association Bylaws as set forth herein,

and any rules promulgated by the Association. Membership in the Association shall be appurtenant to and may not be separated from the interests of an Owner in any Lot.

2.03 Transfer. An Owner's membership in the Association shall not be transferred or alienated in any way except upon the conveyance or encumbrance of such Owner's Lot and then only to the grantee or mortgagee of such Lot.

ARTICLE III

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ASSOCIATION BYLAWS

3.01 Board of Trustees: Composition, Election, Vacancies. The Association, through its Board of Trustees, is responsible for the maintenance of any Common Areas, the determination, imposition and collection of Assessments, the enforcement of the provisions of this Master Declaration and, in general, the preservation of the residential quality and character of the Project to the benefit and general welfare of the Owners. Subject to the provisions of Section 4.02, the Board shall be composed of five (5) Trustees, each of whom shall be an Owner (or an officer, director, or agent of a non-individual Owner). Each Trustee shall represent one of the five (5) Villages of the Project and shall be elected to such position by the board of trustees of the owners association within each such Village. At the first meeting of the Board of Trustees two (2) shall be appointed to a three-year term, two (2) to a two-year term, and one (1) to a one-year term. As Trustees' terms expire, new Trustees shall be elected to the Board for three-year terms and shall serve on the Board until their successors are elected. Vacancies on the Board shall be filled by the trustees from the respective Village association where such vacancy occurs and such electee shall serve for the unexpired term of the Trustee he was elected to replace.

3.02 Voting Rights. All voting rights of Members shall be subject to the restrictions and limitations in this Master Declaration, in any Supplementary Declaration, the Association's Bylaws and any rules promulgated by the Association. The Association shall initially have two (2) classes of voting memberships, the votes of both classes being of equal value as to all matters:

(a) Class A. Class A Members shall all be Owners, including Declarant, as determined by the number of Lots reflected on recorded final subdivision plats with respect to the Covered Property. Class A Members shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for such Class A Membership.

(b) Class B. Declarant shall be the only Class B Member and shall be entitled to one (1) vote for each Association Class A Membership outstanding at such time (in addition to any votes to which it is entitled as a Class A Member); provided, however, that such Class B Membership shall lapse and become a nullity on the first to happen of the following events:

(i) Ninety (90) days following the date on which the total outstanding Class A Memberships, other than those held by Declarant, equal the total number of Class B votes to which Declarant is entitled, pursuant to the provisions of Section 3.02(b); or

(ii) On December 31, 1997; or

(iii) Upon surrender of said Class B Membership by Declarant in writing to the Association.

Upon the lapse or surrender of the Class B Membership, as provided in this Section 3.02(b)(i), (ii) and (iii), Declarant shall be and thereafter remain a Class A Member as to each and every Lot in which Declarant holds the interest otherwise required for a Class A Membership.

3.03 Multiple Ownership. When more than one person owns a portion of the interest required for membership, each such person shall be a Member and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast with respect to any such Lot than the number of votes that one person owning the entire interest required for membership would be entitled to cast with respect to such Lot.

3.04 Approval of Members. Members' votes may be cast in person or by proxy designated in writing and filed with the Association. In any matter requiring the consent of Members but not specifically provided for in this Master Declaration or any Supplementary Declaration, a simple majority of the voting power of Members entitled to vote on such matters shall suffice, whether done at a meeting of Members specifically called or by written consent.

3.05 Annual Meetings. Annual meetings of Members of the Association shall be held beginning in the year 1994 on such day and time as is set forth in the notice therefor; provided that at the first such annual meeting the Members shall determine a specific month of the year in which to hold such annual meetings, the precise day and time to be decided by the Board and set forth in each notice therefor. At such annual meetings, there shall be elected members of the Board of Trustees, as needed, pursuant to the provisions of this Master Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before each meeting.

3.06 Special Meetings. Special meetings of Owners may be called as directed by a resolution of the Board of Trustees or on petition signed by Owners holding at least thirty percent (30%) of the total votes of the Association and having been presented to the Association Secretary. No business shall be transacted at a special meeting except as stated in the notice therefor unless consented to by seventy-five percent (75%) or more of the Owners present, either in person or by proxy.

3.07 Notice of Meetings. The Secretary shall mail or deliver to each Owner of record a notice of each annual or special meeting stating the purpose thereof, as well as the time and place at least ten (10), but not more than twenty (20) days prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

3.08 Quorum. Owners present at any meeting of Members duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special; provided, however, that such Members collectively be entitled to cast at least thirty percent (30%) of the total Association votes eligible to vote.

3.09 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the meeting was called at which time the requirements for a quorum shall be reduced by one-half that required in Section 3.08.

3.10 Officers. The Association shall have a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Trustees. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board of Trustees in an organizational meeting of the Board immediately following each annual meeting of Members at which the new Board has been elected.

ARTICLE IV

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BOARD OF TRUSTEES

4.01 General Authority. A Board of Trustees shall have and is hereby granted the following authority and powers:

- (a) The authority to act for and in behalf of the Association and to elect from among its members the Association officers as set forth in the Association Bylaws.
- (b) The power to sue on behalf of the Association and to defend any suits against the Association.
- (c) The authority to enter into contracts on behalf of the Association, relating to Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of Members necessitated by the subject matter of the Agreement has been obtained.
- (d) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the collective interests of the Owners.
- (e) The power and authority to perform any other acts or enter into any other transactions which may be reasonably necessary for the Board to perform its functions as agent for the Association and the Owners.

4.02 Initial Composition of Board. Declarant alone shall have the right to select the initial Board of Trustees which may be composed of less than five (5) Trustees but not less than three (3), none of whom need be Owners. Such right of the Declarant to appoint the Board shall remain in Declarant until the expiration of three (3) years after the first conveyance of title to any Lot purchaser or until Declarant voluntarily waives such right, in whole or in part, in writing and requests the Association to elect members of the Board in accordance with the Association's Bylaws, whichever event shall first occur.

4.03 Rights and Duties. The Board of Trustees shall be responsible to carry out the purposes of the Association.

4.04 Rules and Regulations. The Board of Trustees shall make reasonable rules and regulations governing the maintenance and use of any Common Areas and other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Master Declaration. The Board may suspend any Owner's voting rights for periods during which such Owner fails to comply with such rules and regulations or with any other obligations under this Master Declaration. The Board may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations and provisions of this Master Declaration.

4.05 Architectural Control. Matters of architectural control within the Project shall be governed by the provisions therefor in each Supplementary Development Declaration pertaining to each Village. Any individual Village architectural control board may delegate matters of architectural control and enforcement to the Board for action, if necessary.

4.06 Indemnification of Board. Each of the Trustees shall be indemnified and held harmless by the Lot Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorneys fees reasonably incurred in connection with any

proceeding in which such Trustee may become involved by reason of being or having been a member of said Board.

ARTICLE V

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ASSESSMENTS

5.01 Agreement to Pay Assessments. Declarant, for each Lot owned by it, hereby covenants and agrees to pay, and each Owner of any Lot, by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association an annual Assessment for the purposes set forth in this Master Declaration. The Assessment, together with interest thereon, late charges, reasonable attorneys fees and court costs, and any other costs of collection (collectively the "related charges"), shall be a charge on the land and shall be a continuing lien upon the Lot against which the Assessment is made. The Assessment, together with the related charges, shall also be the personal obligation of the Owner of such Lot at the time the Assessment is made. A purchaser/ grantee of a Lot shall be jointly and severally liable with the seller/grantor thereof for all unpaid Assessments against the Lot up to the time of the grant, conveyance or transfer, without prejudice to the purchaser/grantee's right to recover from the seller/grantor the amount paid by the purchaser/grantee for such Assessments.

5.02 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the purposes of the Association, to promote the comfort, health, interests, safety and welfare of the Members collectively and to pay for Common Expenses.

5.03 Assessment. The amount and time of payment of Assessments shall be determined by the Board after giving due consideration to the current maintenance, operational and other costs and future needs of the Association. Not later than thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the total Common Expenses to be incurred for the forthcoming calendar year and shall then determine the amount of the Assessment to be paid by each Member. Written notice of annual Assessments shall be sent or delivered to every Member who shall thereafter pay the same to the Association pursuant to the time schedule established by the Board. In the event the Board shall determine that the estimate of total charges for any current year is or will become inadequate to meet all Common Expenses, for any reason, it shall then immediately determine the approximate amount of such inadequacy, issue a supplemental estimate of the Common Expenses, and determine the revised amount of Assessment against each Member, the date or dates when due and communicate the same to each Member as provided in this Section 5.03.

5.04 Maximum Annual Assessment. Until January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be \$20.00 per Lot. From and after January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each calendar year thereafter by not more than fifteen percent (15%) above the maximum annual Assessment for the previous year without the vote of Owners entitled to cast a majority of the Association votes.

5.05 Initial Assessment Prepayment. Declarant and each Owner shall each be required to prepay at the time of initial Lot purchase by the Owner a sum equal to the then current annual Assessment to be paid over to the Association for start-up capital and to build up its funds. Such payment shall be in lieu of any other Assessment against such Owner and/or Lot for the balance of the then current calendar year in which such payment is made.

5.06 Uniform Rate of Assessment. All annual Assessments shall be fixed at a uniform rate for each Lot in the Project and shall be due, payable, and collected at intervals selected by the Board as herein set forth.

5.07 Reimbursement Assessment. In addition to the annual Assessment provided for herein, the Board may levy at any time a Reimbursement Assessment on any Lot upon which the Association, or any separate Village association (as set forth in its Supplementary Development Declaration), shall incur any expense for maintenance, repair, work performed, or enforcement action taken as authorized by this Master Declaration (or such Supplementary Development Declaration). The aggregate amount of any such Reimbursement Assessment shall be determined by the costs of such maintenance, repairs, work performed or enforcement action, including all overhead and administrative costs, and all attorneys fees and costs, if any.

5.08 No Offsets. All Assessments shall be payable in the amount specified and no offsets of such amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Master Declaration.

5.09 Reserves. The annual Assessment shall include reasonable amounts as determined by the Board collected as reserves for any future or periodic maintenance, repair, or replacement of Common Areas. All amounts collected as reserves, whether pursuant to the provisions of this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and shall be segregated from and not commingled with other funds of the Association. Such reserves shall be deemed a contribution to the capital account of the Association by the Members.

5.10 Delinquency. Any Assessment which is not paid when due shall be delinquent on said due date (the "delinquency date"), and if not paid within ten (10) days after the delinquency date, a late charge equal to ten percent (10%) of the late payment shall be levied and the Assessment shall, in addition, bear interest from the delinquency date at the rate of eighteen percent (18%) per annum until paid. The Association may, at its option and without waiving the right to foreclose its lien against the Lot, bring an action at law against the Member personally obligated to pay the same. If action is commenced, there shall be added to the amount of the Assessment any related charges. Each Member vests in the Association or its assigns the right and power to bring all actions at law or for lien foreclosure against such Member or Members for the collection of any delinquent Assessments.

5.11 Notice of Lien. No action shall be brought to foreclose an Assessment lien or proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States Mail, Certified or Registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Recorder of Utah County. Said notice of claim of lien shall recite a good and sufficient legal description of any applicable Lot, the record owner or reputed owner thereof, the amount claimed, including interest, late charges and reasonable attorneys fees and expenses of collection, and the name and address of the claimant.

5.12 Foreclosure Sale. The Assessment lien may be enforced by sale by the Association, its attorney, or any other person authorized to make the sale after the failure of the Owner to make the payments specified in the notice of claim of lien within said thirty-day period. Any such sale is to be conducted in accordance with the provisions of the statutes of the State of Utah, as such statutes may from time to time be amended, applicable to the exercise of power of sale in mortgages and deeds of trust or in any other manner permitted or provided by law. The Association may appoint as the trustee to conduct said deed of trust power of sale, any person or entity qualified to act as a trustee under the Utah Deed of Trust statutes. The Association, through its duly authorized agents, shall have the right to bid on the Lot,

using Association funds, or funds borrowed for such purpose, and to acquire and hold, lease, mortgage, and convey the same.

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5.13 Curing of Default. Upon timely payment or other satisfaction of delinquent Assessments specified in the notice of claim of lien and any other Assessments which have become due and payable with respect to the Lot as to which such notice of claim of lien was recorded, together with any related charges which may have accrued, officers of the Association or any other person designated by the Board are authorized to file or record an appropriate release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

5.14 Effect of Foreclosure on Assessment Lien. Each Mortgagee of a Lot who comes into possession thereof through foreclosure of its Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a Mortgage foreclosure sale, shall take the Lot free of any unpaid Assessments and related charges which accrued prior to the time such Mortgagee or purchaser comes into possession of the Lot.

5.15 Village Assessments. The Assessment and other provisions relating thereto in this Article V are in addition to and not in lieu of any other assessments and provisions pertaining to any of the Villages within the Project as may be detailed in a Supplementary Development Declaration pertaining to any such Village.

5.16 Cumulative Remedies. The Assessment lien and the rights to foreclose and sell thereunder shall be in addition to and not in substitution for any other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for delinquent Assessments and related charges.

ARTICLE VI

USE RESTRICTIONS

6.01 Residential Use. All Lots within the Covered Property will be zoned R-1 and R-2, Performance Development Overlay, pursuant to Provo City Ordinance Chapters 14.10, 14.11 and 14.31. Each Lot and Lot Owner are subject to the uses and restrictions imposed thereby as the same shall be outlined and set forth in each Supplementary Development Declaration, and any supplements thereto recorded in connection with any Village of the Project.

6.02 Construction. All construction of Improvements on the Covered Property, and any reconstruction or alteration thereof, shall be done in accordance with the permits and ordinances of Provo City.

6.02 Maintenance of Lots. All Lots and all Improvements thereon shall be kept and maintained by the Owner thereof in clean, safe, attractive, and slightly condition and in good repair.

6.03 General Restrictions and Prohibited Uses. The following uses and/or activities of or upon the Covered Property are restricted and/or prohibited:

- (a) No noxious or offensive activity shall be carried on nor shall anything be done or placed on any Lot or other portion of the Covered Property which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

(b) No hazardous activity shall be conducted on any Lot or within the Project and no Improvements shall be constructed thereon which are or might be unsafe or hazardous to any person or property.

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(c) No unsightliness shall be permitted upon any of the Covered Property. Without limiting the generality of the foregoing, (i) any unsightly structures, facilities, boats, vehicles other than automobiles, objects or conditions shall be enclosed in approved structures or appropriately screened from view; (ii) no trailers, boats, mobile homes, tractors, truck campers or trucks, other than pickup trucks, or recreational vehicles shall be kept or permitted to remain upon any street or Lot within the Project except in designated locations within a Village which may be designated for such purposes for use by Owners within that Village; (iii) no vehicle, boat or equipment shall be constructed, reconstructed, repaired, or abandoned upon any street or Lot within the Project; (iv) no vehicle shall remain parked upon any public or private street (as opposed to a private driveway/parking area) within the Project for a period of time in excess of seventy-two (72) hours; (v) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scraps shall be kept, stored, or allowed to accumulate on any Lot; and (vi) all refuse, garbage, and trash shall be placed and kept at all times in a covered container and such container kept within an enclosed structure or appropriately screened from view.

(d) Hanging, drying, or airing of clothing or household fabrics shall not be permitted on any Lot if visible from surrounding Lots or areas within the Project.

(e) No livestock or poultry of any kind shall be raised, bred, or kept on any Lot or Covered Property within the Project, except that household pets may be kept by Owners subject to the strict observance of rules and regulations promulgated by the Association.

(f) No residential Improvement constructed on any Lot within the Project shall (i) contain any coal or wood-burning fireplace, stove or other similar device unless the same is EPA approved or unless such fireplace, stove or device is fueled by natural gas only; or (ii) contain a basement.

6.04 Declarant's Right to Develop. Notwithstanding anything contained herein to the contrary, until Declarant has completed and sold all of the Lots, Lot Owners who have purchased Lots in the Project shall not interfere with the completion of Declarant's development of the Project or of any contemplated Improvements therein. Declarant may make such use of unsold Lots, Common Areas, and Improvements located thereon as may facilitate Declarant's completion of development and sale of Lots and Improvements, including but not limited to, the maintenance of a sales office, the showing of Lots and Improvements and the display of signs.

6.05 Obligation to Maintain. Each Owner shall have the affirmative obligation to maintain the Improvements on his Lot including fences, carports, and residences and will provide maintenance thereon as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces (including glass), trees, shrubs, grass, walks, and driveways. An Owner shall be relieved of obligations under this Section 6.05 to the extent that such obligations are in fact performed by an association of Owners in any multi-residential subdivision containing such Owner's Lot and developed as a separate Village within the Project. To the extent that an Owner having obligations under this Section 6.05 fails to discharge the same after notice to do so by the Association, the Association may discharge such obligations of maintenance and/or improvement, the costs of which shall constitute a Reimbursement Assessment for which the Association may file a lien against such Owner's lot for the amount thereof, which amounts and lien shall be treated in the same manner as Assessment liens as to delinquency, interest, notice and foreclosure.

INTEGRATED PLAN OF COVERED PROPERTY

7.01 Development of the Project. Declarant intends to sequentially develop the Project on a phased basis eventually covering all portions of the Covered Property and the Expansion Property. In connection therewith, Declarant may elect to develop more than one Village at any given time and in any given order. However, Declarant may also elect not to develop any property other than that set forth in Exhibit A. No portion of the Expansion Property shall become subject to this Master Declaration except as outlined in Section 7.02.

7.02 Annexation. All or any part of the real property described on Exhibit B may be annexed to and become subject to this Master Declaration as a part of the Covered Property and thus become subject to the jurisdiction of the Association, provided that a Supplementary Declaration covering a portion of the Expansion Property shall be executed and recorded by Declarant. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of said Expansion Property described therein making the same subject to this Master Declaration and subject to the functions, powers, and jurisdiction of the Association and thereafter said annexed property shall be a part of the Covered Property and all of the Owners of Lots in said annexed property shall automatically be Members of the Association.

7.03 Supplementary Development Declarations. In connection with the development of Villages within the Project, including Villages comprised of Covered Property described in Exhibit A, Declarant shall record a Supplementary Development Declaration concurrently with the recordation of any final subdivision plat, the provisions of which may establish or require more detailed and/or additional improvement, development and/or use restrictions for such individual Village within the Project.

ARTICLE VIII**GENERAL PROVISIONS**

8.01 Declaration Conflicts. To the extent the provisions of any Supplementary Declaration or Supplementary Development Declaration are inconsistent with the provisions of this Master Declaration, the provisions of the instrument imposing the strictest interpretation shall be followed.

8.02 Enforcement. The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Master Declaration or any supplement thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues or reimbursement charges for such violation; provided, however, that with respect to Assessment liens and rules promulgated by the Association, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association, Declarant, or by any Member to enforce any of the provisions of this Master Declaration shall not be deemed a waiver of such right as to any future breach of the same provisions. In addition, the Association shall have the right to aid any Village owners association, particularly those which have no common areas to maintain and therefore have no assessment procedures for expenses, in the enforcement of the provisions of any Supplementary Development Declaration pertaining to such Village.

8.03 Severability. Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.04 Term. The provisions of this Master Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Member, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Master Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority by the then Members has been recorded, at least one (1) year prior to the end of such period or extended period, agreeing to change said provisions in whole or in part.

8.05 Construction. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Covered Property and any Common Areas. The Article and Section headings have been inserted for convenience only and shall not be deemed to amplify or detract from the interpretation or construction of said provisions.

8.09 Amendments. This Master Declaration may be amended only by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the voting power of the Members, subject to the rights of Mortgagees to consent thereto as to substantive provisions which may affect the status of their security. An amendment shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been approved as herein provided and upon the recordation thereof in the official records of Utah County, Utah.

8.10 Assignability of Declarant's Rights. The rights of Declarant hereunder may be assigned to any successor or successors of all or part of Declarant's respective interest in the Covered Property by an express assignment incorporated in a recorded deed or other recorded instrument, as the case may be, transferring such interest to such successor or successors.

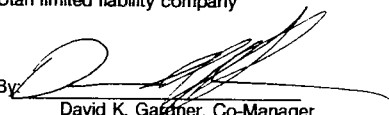
8.11 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural and the plural the singular. The use of any gender shall include all genders.

8.12 Effective Date. This Master Declaration shall take effect upon recording thereof in the office of the County Recorder of Utah County, Utah.

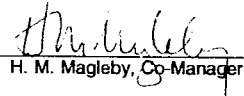
IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first above written.

WESTGATE DEVELOPMENT, L.C., a
Utah limited liability company

By:


David K. Gardner, Co-Manager

By:


H. M. Magleby, Co-Manager

STATE OF UTAH)

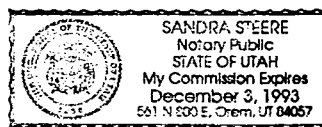
ENT4 1376 BK 2982 PG 719

COUNTY OF UTAH)

ss.

On this 12th day of August, 1992, personally appeared before me, David K. Gardner and H. M. Magleby, who, being by me duly sworn, did say that they are the Co-Managers of WESTGATE DEVELOPMENT, L.C., a Utah limited liability company, that said instrument was signed by them in behalf of said company pursuant to authority; and that said company executed the same.

Sandra Steere
NOTARY PUBLIC



C:\WESTGATE\MASTER.DEC

EXHIBIT A

to

MASTER DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS

of

THE VILLAGES OF WESTGATE
(An Expandable Planned Unit Residential Complex)

Provo, Utah County, Utah ENT 4 1376 BK 2982 PG 720

COVERED PROPERTY

WESTGATE TOWNHOMES:

Beginning at a point which is North 89°27'54" East 907.15 feet and South 1259.69 feet from the North One-Quarter Corner of Section 3, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°27'07" East 462.07 feet; thence along a 3066.00 foot radius curve to the left 48.28 feet; thence South 00°18'50" West 144.50 feet; thence West 452.14 feet; thence North 38°56'11" West 91.32 feet; thence North 77.97 feet to the point of beginning. Area = 1.6691 acres.

WESTGATE LANDING:

Beginning at a point which is North 89°27'54" East 694.54 feet and South 1255.68 feet from the North One-Quarter Corner of Section 3, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°27'07" East 212.62 feet; thence South 77.97 feet thence South 38°56'11" East 91.32 feet; thence South 260.96 feet; thence West 158.00 feet; thence North 83°12'40" West 42.30 feet; thence West 73.93 feet; thence North 00°33'13" East 407.02 feet to the point of beginning. Area = 2.4045 acres.

WESTGATE POINTE:

Beginning at a point which is North 89°27'54" East 1708.80 feet and South 2242.63 feet from the North One-Quarter Corner of Section 3, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence East 270.00 feet; thence South 87°09'34" East 246.81 feet; thence North 86°28'27" East 100.87 feet; thence South 03°31'33" East 80.76 feet; thence North 88°21'54" East 200.99 feet; thence South 03°43'46" East 85.42 feet; thence South 87°28'08" West 155.98 feet; thence South 01°39'33" East 84.00 feet; thence South 87°38'08" West 76.58 feet; thence South 58°07'08" West 35.70 feet; thence South 87°40'20" West 46.44 feet; thence South 03°27'15" East 219.06 feet; thence North 89°17'35" West 161.01 feet; thence North 86°42'05" West 49.71 feet; thence North 88°53'54" West 54.81 feet; thence South 89°10'58" West 85.47 feet; thence South 87°19'47" West 69.48 feet; thence South 89°46'22" West 139.91 feet; thence North 100.66 feet; thence North 24°03'26" East 61.33 feet; thence North 342.00 feet to the point of beginning. Area = 7.132 acres, more or less.

EXHIBIT B

ENT4 1376 BK 2982 PG 721

to

MASTER DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS

of

THE VILLAGES OF WESTGATE
(An Expandable Planned Unit Residential Complex)

Provo, Utah County, Utah

THIS DESCRIPTION OF THE EXPANSION LAND IS SET FORTH AND ATTACHED IN THIS EXHIBIT A TO THE DECLARATION SOLELY FOR PURPOSES OF IDENTIFICATION. THE DECLARATION IS NOT INTENDED AS AND SHOULD NOT BE DEEMED TO CONSTITUTE ANY LIEN, ENCUMBRANCE, RESTRICTION, OR LIMITATION UPON ANY PORTION OF THE EXPANSION LAND UNLESS AND UNTIL SUCH PORTION IS ADDED TO THE DEVELOPMENT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION.

Beginning at the southwest corner of Westgate Landing PUD, Plat "A", said point being located North 89°27'54" East along section line 690.60 feet and South 1662.64 feet from the North quarter corner of Section 3, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence the following four courses along the southeasterly boundary of said Plat "A": East 73.93 feet, South 83°12'40" East 42.30 feet, East 158.00 feet and North 260.96 feet; thence East 452.14 feet along the southerly boundary of Westgate Townhomes PUD, Plat "A"; thence South 00°18'50" West along a fence line 233.45 feet; thence North 79°01'00" East 92.42 feet; thence South 41°52'29" East 36.42 feet; thence South 24°52'50" East 237.99 feet; thence South 89°07'012" East 427.92 feet; thence South 02°48'59" East 217.48 feet; thence East 247.59 feet; thence South 03°31'33" East 150.09 feet; thence the following six courses along the northwesterly boundary of Westgate Pointe PUD, Plat "A": South 86°28'27" West 100.87 feet, North 87°09'34" West 246.81 feet, West 270.00 feet, South 342.00 feet, South 24°03'26" West 61.33 feet and South 100.66 feet; thence the following six courses along a chain link fence: South 89°46'22" West 511.97 feet South 02°14'42" East 173.98 feet, North 81°32'52" West 150.29 feet, North 85°49'37" West 33.90 feet, North 89°33'46" West 219.38 feet and South 86°00'46" West 76.60 feet; thence North 567.12 feet; thence East 8.63 feet; thence North 00°44'50" East along a fence line 256.58 feet; thence North 14°41'39" West 31.67 feet; thence North 00°33'13" East along a fence line 369.82 feet to the point of beginning. Area = 32.5239 acres.

Commencing North 1380 feet and West 1161.64 feet from the East Quarter Section 3, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence South 01°50' West 364.4 feet; thence South 79°43' West 103.81 feet; thence North 385.66 feet; thence South 88°55' East 113.78 feet to beginning. Area = 1.62 acres (Valgardson)

Commencing at a point 338.61 feet South and 1998.13 feet West of the Southeast corner of the Northeast quarter of Section 3, Township 7 South, Range 2 East Salt Lake Base and Meridian, running thence North 909.58 feet; thence South 85°05' West 595.18 feet; thence South 01°02' West 575.53 feet; thence North 87°02' East 106.74 feet; thence South 280.17 feet; thence South 89°00' East 496.70 feet to the point of beginning. Area = 11.4 acres (Davis)

Commencing at a point located North 89°27'54" East along the Section line 123.65 feet and South 1245.38 feet from the North one-quarter corner of Section 3, Township 7 South Range 2 East, Salt Lake Base and Meridian; thence along fence lines as follows: South 89°25'00" East 571.03 feet, South 00°36'42" West 820.43 feet; thence South 88°21'11" West 133.96 feet; thence North 78°02'55" West 59.40 feet; thence North 73°09'37" West 216.05 feet; thence North 83°13'43" West 95.99 feet; thence along fence lines as follows: North 00°02'53" East 30.11 feet, South 89°35'31" West 310.39 feet, North 00°39'40" East 613.42 feet, North 89°50'41" East 334.91 feet, North 02°57'22" East 74.81 feet, North 00°39'03" East 835.19 feet to the point of beginning. Area = 25.74 acres (Davis)

Commencing 643.74 feet North and 188.24 feet West from the East quarter corner of Section 3, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence West 435.60 feet; thence North 03°47' West 100.22 feet; thence East 435.60 feet; thence South 03°47' East 100.22 feet to the point of beginning. Area = 1 acre (Kelson)

Commencing 543.74 feet North and 181.62 feet West from the East Quarter corner of Section 3, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence West 435.60 feet; thence North 03°47' West 100.22 feet; thence East 435.60 feet; thence South 03°47' East 100.22 feet to the point of beginning. Area = 1 acre (Jones)