

42279

PROVO LAND TITLE CO.

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NINA S. REID
UTAH COUNTY RECORDER
459

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PROVO LAND TITLE COMPANY
255 E. 100 S. PROVO, UTAH
ORDER NO. B.O.

42279

DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF HERITAGE PRESERVE

THIS DECLARATION is made on the date hereinafter set forth by Bette Maxine G. Harris; and BLW Company, a general partnership; hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Provo, County of Utah, which is more particularly described as:

All of Amended Record of Survey of Creative Estates, No. II, Plat "A", according to the official plat thereof on file at the Office of the Recorder, County of Utah, State of Utah.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Heritage Preserve Homeowners Association, a Utah corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvement thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the first conveyance of a unit of a lot is described as follows:

All of Lots 1 through 12 located in the real property described above, subject to the following easements and all easements of record, and excepting therefrom Units 1-A, 2-B, 3-C, 4-C, 5-A, 6-B, 7-B, 8-A, 9-C, 10-C, 11-A, 12-B, 13-A, 14-B, 15-C, 16-C, 17-C, 18-C, 19-A, 20-B, 21-C, 22-C, 23-C, 24-C.

Easement E-1-A

An exclusive perpetual easement that will run in favor of Unit 1-A and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 1, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 920 South Street, Provo, Utah, being also the southeast corner of said Lot 1; thence North 89°00'00" West 41.09 feet along said north line of 920 South Street; thence North 1°00'00" East 90.00 feet; thence South 89°00'00" East 40.41 feet; thence South 0°34'00" West 90.00 feet to the point of beginning. Containing 0.084 acres.

Easement E-2-B

An exclusive perpetual easement that will run in favor of Unit 2-B and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 1, Plat "A". Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 920 South Street, Provo, Utah, being also the southwest corner of said Lot 1, thence South 89°00'00" East 41.00 feet along said north line of 920 South Street; thence North 1°00'00" East 90.00 feet; thence North 89°00'00" West 41.00 feet; thence South 1°00'00" West 90.00 feet to the point of beginning. Containing 0.085 acres.

Easement E-3-C

An exclusive perpetual easement that will run in favor of Unit 3-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 2, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 920 South Street, Provo, Utah, being also the southeast corner of said Lot 2, thence North 89°00'00" West 41.00 feet along said north line of 920 South Street; thence North 1°00'00" East 90.00 feet; thence South 89°00'00" East 41.00 feet; thence South 1°00'00" West 90.00 feet to the point of beginning. Containing 0.085 acres.

Easement E-4-C

An exclusive perpetual easement that will run in favor of Unit 4-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 2, Plat "A", Amended Record of Survey of Creative Estates No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 920 South Street, Provo, Utah, being also the southwest corner of said Lot 2, thence South 89°00'00" East, 41.00 feet along said north line of 920 South Street; thence North 1°00'00" East 90.00 feet; thence North 89°00'00" West 41.00 feet; thence South 1°00'00" West 90.00 feet to the point of beginning. Containing 0.085 acres.

Easement E-5-C

An exclusive perpetual easement that will run in favor of Unit 5-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 3, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 920 South Street, Provo, Utah, being also the southeast corner of said Lot 3; thence North 89°00'00" West 41.00 feet along said north line of 920 South Street; thence North 1°00'00" East 90.00 feet; thence South 89°00'00" East 41.00 feet; thence South 1°00'00" West 90.00 feet to the point of beginning. Containing 0.085 acres.

Easement E-6-B

An exclusive perpetual easement that will run in favor of Unit 6-B and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 3, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 920 South Street; Provo, Utah, being also the southwest corner of said Lot 3; thence South 89°00'00" East 41.00 feet along said north line of 920 South Street; thence North 1°00'00" East 90.00 feet; thence North 89°00'00" West 41.00 feet; thence South 1°00'00" West 90.00 feet to the point of beginning. Containing 0.085 acres.

Easement E-7-B

An exclusive perpetual easement that will run in favor of Unit 7-B and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 4, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 920 South Street; Provo, Utah, being also the southeast corner of said Lot 4; thence North 89°00'00" West 43.83 feet along said north line of 920 South Street; thence North 1°00'00" East 90.00 feet; thence North 89°00'00" East 43.83 feet; thence South 1°00'00" West 90.00 feet to the point of beginning. Containing 0.091 acres.

Easement E-8-A

An exclusive perpetual easement that will run in favor of Unit 8-A and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 4, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the east line of 200 West Street, Provo, Utah, being also the northwest corner of said Lot 4; thence South 0°50'20" West 70.06 feet along said east line of 200 West Street; thence 31.36 feet along the arc of a 20.00 foot radius curve to the left, through an angle of 89°50'20", having a chord of 28.24 feet bearing South 44°04'50" East; thence South 89°00'00" East 17.98 feet along the north line of 920 South Street; thence North 1°00'00" East 90.00 feet; thence North 89°00'00" West 38.17 feet to the point of beginning. Containing 0.077 acres.

Easement E-9-C

An exclusive perpetual easement that will run in favor of Unit 9-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 5, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the west line of 200 West Street, Provo, Utah, being also the southwest corner of said Lot 5; thence North $0^{\circ}50'20''$ East 88.59 feet along said east line of 200 West Street; thence 31.15 feet along the arc of a 20.00 foot radius curve to the right, through an angle of $89^{\circ}13'40''$, having a chord of 28.09 feet bearing North $45^{\circ}27'10''$ East; thence South $89^{\circ}56'00''$ East 19.87 feet along the south line of 885 South Street; thence South $0^{\circ}04'00''$ West 108.98 feet; thence North $39^{\circ}00'00''$ West 41.06 feet to the point of beginning. Containing 0.099 acres.

Easement E-10-C

An exclusive perpetual easement that will run in favor of Unit 10-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 5, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the south line of 885 South Street, Provo, Utah, being also the northeast corner of said Lot 5; thence North $89^{\circ}56'00''$ West 40.93 feet along said south line of 885 South Street; thence South $0^{\circ}04'00''$ West 108.98 feet; thence South $89^{\circ}00'00''$ East 40.94 feet; thence North $0^{\circ}04'00''$ East 109.65 feet to the point of beginning. Containing 0.103 acres.

Easement E-11-A

An exclusive perpetual easement that will run in favor of Unit 11-A and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 6, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the south line of 885 South Street, Provo, Utah, being also the northwest corner of said Lot 6; thence South $89^{\circ}56'00''$ East 43.19 feet along the south line of said 885 South Street; thence 22.56 feet along the arc of a 20.00 foot radius curve to the right, through an angle of $64^{\circ}37'23''$, having a chord of 21.38 feet bearing South $57^{\circ}37'18''$ East; thence 13.13 feet along the arc of a 50.00 foot radius curve to the left, through an angle of $15^{\circ}02'56''$, having a

chord of 13.09 feet bearing South 32°50'05" East; thence South 49°38'27" West 42.53 feet; thence South 0°04'00" West 60.24 feet; thence North 89°00'00" West 36.00 feet; thence North 0°04'00" East 109.65 feet to the point of beginning. Containing 0.103 acres.

Easement E-12-B

An exclusive perpetual easement that will run in favor of Unit 12-B and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 6, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Records Office, and being more particularly described as follows:

Beginning at a point on the south line of 885 South Street, Provo, Utah, being also the northwesterly corner of said Lot 6; thence 43.48 feet along said south line of 885 South Street along the arc of a 50.00 foot radius curve to the left, through an angle of 49°49'47", having a chord of 42.13 feet bearing South 65°16'26" East; thence South 0°11'20" East 71.39 feet; thence North 89°00'00" West 71.00 feet; thence North 0°04'00" East 60.24 feet; thence North 49°38'27" East 42.53 feet to the point of beginning. Containing 0.123 acres.

Easement E-13-A

An exclusive perpetual easement that will run in favor of Unit 13-A and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 7, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Records Office, and being more particularly described as follows:

Beginning at a point on the south line of 885 South Street, Provo, Utah, being also the northwest corner of said Lot 7; thence 37.28 feet along said south line of 885 South Street, along the arc of a 50.00 foot radius curve to the left, through an angle of 42°43'17", having a chord of 36.42 feet bearing North 68°27'02" East; thence South 42°54'37" East 30.00 feet; thence South 49°33'06" East 38.22 feet; thence South 1°00'00" West 39.43 feet; thence North 89°00'00" West 82.50 feet; thence North 0°11'20" West 71.39 feet to the point of beginning. Containing 0.128 acres.

Easement E-14-B

An exclusive perpetual easement that will run in favor of Unit 14-B and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 7, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Records Office, and being more particularly described as follows:

Beginning at a point on the easterly line of 885 South Street, Provo, Utah, being also the most northerly corner of said Lot 7; thence 18.74 feet along said easterly line of 885 South Street along the arc of a 50.00 foot radius curve to the right, through an angle of 21°28'35", having a chord of 18.63 feet bearing South 36°21'06" West; thence South 42°54'37" East 30.00 feet; thence South 49°33'06" West; thence South 1°00'00" West 39.43 feet; thence South 89°00'00" East 55.91 feet; thence North 0°34'00" East 57.00 feet; thence North 64°23'12" West 104.55 feet to the point of beginning. Containing 0.124 acres.

Easement E-15-C

An exclusive perpetual easement that will run in favor of Unit 15-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 8, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the easterly line of 885 South Street, Provo, Utah, being also the southwesterly corner of said Lot 8; thence 22.59 feet along said easterly line of 885 South Street along the arc of a 50.00 foot radius curve to the left, through an angle of 25°53'23", having a chord of 22.40 feet bearing North 12°40'06" East; thence North 89°43'25" East 30.03 feet; thence South 89°26'00" East 60.00 feet; thence South 0°34'00" West 66.61 feet; thence North 64°23'12" West 104.55 feet to the point of beginning. Containing 0.095 acres.

Easement E-16-C

An exclusive perpetual easement that will run in favor of Unit 16-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 8, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the easterly line of 885 South Street, Provo, Utah, being also the northwesterly corner of said Lot 8; thence 19.27 feet along said easterly line of 885 South Street along the arc of a 50.00 foot radius curve to the right, through an angle of 22°04'58", having a chord of 19.15 feet bearing South 11°14'04" East; thence North 89°43'25" East 30.03 feet; thence South 89°26'00" East 60.00 feet; thence North 0°34'00" East 58.03 feet; thence South 67°38'27" West 102.02 feet to the point of beginning. Containing 0.081 acres.

Easement E-17-C

An exclusive perpetual easement that will run in favor of Unit 17-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of

Lot 9, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the easterly line of 885 South Street, Provo, Utah, being also the southwesterly corner of said Lot 9; thence 19.91 feet along said easterly line of 885 South Street along the arc of a 50.00 foot radius curve to the left, through an angle of 22°48'40", having a chord of 19.78 feet bearing North 33°45'53" West; thence North 44°49'47" East 30.62 feet; thence North 51°57'22" East 107.14 feet; thence South 0°34'00" West 65.37 feet; thence South 67°38'27" West 102.02 feet to the point of beginning. Containing 0.106 acres.

Easement E-18-C

An exclusive perpetual easement that will run in favor of Unit 18-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 9, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the northerly line of 885 South Street, Provo, Utah, being also the most westerly corner of said Lot 9; thence 16.97 feet along said northerly line of 885 South Street, along the arc of a 50.00 foot radius curve to the right, through an angle of 19°27'04", having a chord of 16.89 feet bearing South 54°53'45" East; thence North 44°49'47" East 30.62 feet; thence North 51°57'22" East 107.14 feet; thence North 0°34'00" East 16.63 feet; thence North 89°56'00" West 75.00 feet; thence South 25°22'43" West 104.88 feet to the point of beginning. Containing 0.123 acres.

Easement E-19-A

An exclusive perpetual easement that will run in favor of Unit 19-A and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 10, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, Utah County, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the northerly line of 885 South Street, Provo, Utah, being also the southeast corner of said Lot 10, thence 18.39 feet along said northerly line of 885 South Street along the arc of a 50.00 foot radius curve to the left, through an angle of 21°04'09", having a chord of 18.28 feet bearing North 75°09'22" West; thence North 4°18'34" East 30.22 feet; thence North 0°04'00" East 60.00 feet; thence South 89°56'00" East 60.28 feet; thence South 25°22'43" West 104.88 feet to the point of beginning. Containing 0.082 acres.

Easement E-20-B

An exclusive perpetual easement that will run in favor of Unit 20-B and the owner thereof, which easement shall be for

the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 10, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 885 South Street, Provo, Utah, being also the southwest corner of said Lot 10; thence 10.82 feet along said north line of 885 South Street along the arc of a 20.00 foot radius curve to the left, through an angle of 31°00'00", having a chord of 10.69 feet bearing North 74°33'55" East, thence 30.76 feet along said north line of 885 South Street along the arc of a 50.00 foot radius curve to the right, through an angle of 35°14'44" having a chord of 30.27 feet bearing North 76°41'12" East; thence North 4°18'34" East 30.22 feet; thence North 0°04'00" East 60.00 feet; thence North 89°56'00" West 42.00 feet; thence South 0°04'00" West 100.00 feet to the point of beginning. Containing 0.090 acres.

Easement E-21-C

An exclusive perpetual easement that will run in favor of Unit 21-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 11, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 885 South Street, Provo, Utah, being also the southeast corner of said Lot 11; thence North 89°56'00" West 32.00 feet along said north line of 885 South Street; thence North 0°04'00" East 100.00 feet; thence South 89°56'00" East 32.00 feet; thence South 0°04'00" West 100.00 feet to the point of beginning. Containing 0.074 acres.

Easement E-22-C

An exclusive perpetual easement that will run in favor of Unit 22-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 11, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 885 South Street, Provo, Utah, being also the southwest corner of said Lot 11, thence South 89°56'00" East 38.24 feet along said north line of 885 South Street; thence North 0°04'00" East 100.00 feet; thence North 89°56'00" West 38.24 feet; thence South 0°04'00" West 100.00 feet to the point of beginning. Containing 0.088 acres.

Easement E-23-C

An exclusive perpetual easement that will run in favor of Unit 23-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 12, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the north line of 885 South Street, Provo, Utah, being also the southeast corner of said Lot 12; thence North 89°56'00" West 40.00 feet along said north line of 885 South Street; thence North 0°04'00" East 100.00 feet; thence South 89°56'00" East 40.00 feet; thence South 0°04'00" West 100.00 feet to the point of beginning. Containing 0.092 acres.

Easement E-24-C

An exclusive perpetual easement that will run in favor of Unit 24-C and the owner thereof, which easement shall be for the purposes of ingress and egress; occupation; cultivation; and for all other purposes, subject only to the easements of record as noted on the record of survey over a portion of Lot 12, Plat "A", Amended Record of Survey of Creative Estates, No. II, Subdivision, Provo, County of Utah, State of Utah, according to the official plat thereof on record with the office of the Utah County Recorders Office, and being more particularly described as follows:

Beginning at a point on the east line of 200 West Street, Provo, Utah, being also the northwest corner of said Lot 12; thence South 0°50'20" West 79.74 feet along said east line of 200 West Street; thence 31.69 feet along the arc of a 20.00 foot radius curve to the left, through an angle of 90°46'20" having a chord of 28.47 feet bearing South 44°32'50" East; thence South 89°56'00" East 19.73 feet along the north line of 885 South Street; thence North 0°04'00" East 100.00 feet; thence North 89°56'00" West 38.65 feet to the point of beginning. Containing 0.088 acres.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and the units.

Section 6. "Declarant" shall mean and refer to Bette Maxine G. Harris; and BLW Company, a general partnership; their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Unit" shall mean and refer to those areas on the recorded amended Record of Survey Plat of the Property

marked as Units on said Amended Record of Survey, and that portion of the residential structure located thereon.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have an exclusive right and easement in and to that portion of the Common Area indicated on the Amended Record of Survey which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class members has been recorded. Each Unit shall have an exclusive, perpetual easement over approximately one-half the Lot upon which the Unit is constructed, which easement is more fully described in Article I, Section 4, above, and is indicated on the Amended Record of Survey.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each unit owned. The Class B. membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

(b) On August 7, 1981.

ARTICLE IV

Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Delcarant, for each Unit owned within the Properties, hereby covenants; and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such

assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge of the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be One Hundred Sixty-eight Dollars (\$168) per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than five (5) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above five (5) percent by a vote of two-thirds (2/3) of each class of members who are voting in person, or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following

the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. The properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Architectural Control

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relating to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Unit Owners and thereafter by an instrument signed by not less than seventy-five (75) percent of the Unit Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4 day of Feb., 1990

HERITAGE PRESERVE HOMEOWNERS ASSOC.:

Lu Brown
By its Pres.

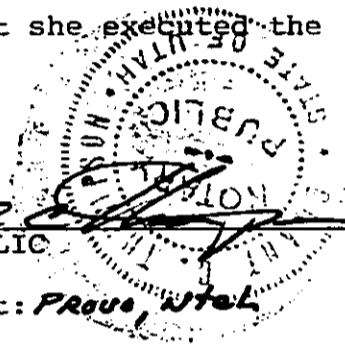
Bette Maxine G. Harris
BETTE MAXINE G. HARRIS

BLW COMPANY, a general partnership:

Lee Brown
By its Part


STATE OF UTAH)
) ss.
County of Utah)

On the 4th day of FEBRUARY, A.D. 1980,
personally appeared before me, a Notary Public in and for the
State of Utah, Bette Maxine G. Harris, the signer of the above
instrument, who duly acknowledge to me that she executed the
same.


[Signature]
NOTARY PUBLIC
My Commission Expires: FEB 7, 1982 Residing at: Provo, Utah

STATE OF UTAH)
) ss.
County of Utah)

On the 4th day of FEBRUARY, A.D. 1980, personally
appeared before me, a Notary Public in and for the State of Utah,
LEE BROWN, a general partner in BLW
Company, a general partnership, the signer of the above instru-
ment, who duly acknowledged to me that he executed the same and
that he is and at all times pertinent to the execution hereof
was a general partner in BLW Company.


[Signature]
NOTARY PUBLIC
My Commission Expires: FEB 7, 1982 Residing At: Provo, Utah

BYLAWS
OF
HERITAGE PRESERVE HOMEOWNERS ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is Heritage Preserve Homeowners Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 65 East 400 South, Orem, Utah 84057, but meetings of members and directors may be held at such places within the State of Utah, County of Utah, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Heritage Preserve Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and the Units.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Bette Maxine B. Harris and BLW Company, a general partnership, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Recorder, County of Utah, State of Utah.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Unit" shall mean and refer to those areas on the recorded Amended Record of Survey of the Properties indicated as Units on said Amended Record of Survey and that portion of the residential structure located thereon.

ARTICLE III

Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given 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 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member 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.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member 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 automatically cease upon conveyance by the member of his Unit.

ARTICLE IV

Board of Directors: Selection, Term of Office

Section 1. Number. The affairs of this Association shall be managed by a board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year,

three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter, the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining a written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election for the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting; and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as

it shall, in its discretion, determine but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be secret written ballot. At such election, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal

conduct of the members and their guests thereon and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period of not to exceed 60 days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties, and authority vested in, or delegated to, this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

(c) As more fully provided in the Declaration,

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association except such properties as have been burdened with exclusive easements;

(f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) Cause the Common Area to be maintained except such Common Areas as have been burdened with exclusive easements;

(h) Pay all taxes and assessments against the Common Area.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors; a secretary and a treasurer, and such other officers as the Board may, from time to time by resolution, create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following such annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board 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 may, from time to time, determined.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time after giving written notice to the Board, 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) PRESIDENT. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, easements, and other written instruments and shall co-sign all checks and promissory notes.

(b) VICE-PRESIDENT. The Vice-president shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) SECRETARY. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

(d) TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

Books and Records

The books, records, and papers of the Association shall, at all times during reasonable business hours, be subject to

inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum; and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: "Heritage Preserve Homeowners Association" and stating the year of incorporation.

ARTICLE XIII

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

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, we, being all of the directors of Heritage Preserve Homeowners Association, have hereunto set our hands this 4 day of February, 1979.

Clyde Bradford
CLYDE BRADFORD

Thomas A. Campbell
THOMAS A. CAMPBELL

Wayne L. Brown
WAYNE L. BROWN

SUBSCRIBED AND SWORN to before me this 8th day of

February, ~~1979~~ 1980.



Harry W. Cutler
NOTARY PUBLIC

Residing at:
Spanish Fork, Utah

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Heritage Preserve Homeowners Association, a Utah corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 4th day of February 1980.


SECRETARY