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AFTER RECORDING, PLEASE RETURN TO:

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30 NOVEMBER 87 02:45 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
STONEBRIDGE LAND HOLDING COMPANY
REC BY: JANET WONG , DEPUTY

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
ALTA APPROACH PLANNED UNIT DEVELOPMENT,
A Planned Unit Development

4556838

THIS DECLARATION is made and executed this 5th day of November, 1987, by Stonebridge Land Holding Company, a Utah corporation ("Stonebridge"), and P&G Investments, Inc., a Utah corporation ("P&G") (hereinafter referred to collectively as "Declarants" or individually as "Declarant").

RECITALS:

A. Declarants Stonebridge and P&G are the record owners of those certain tracts of Property more particularly described in Article II of this Declaration.

B. Various improvements have been or will be made to the Property described in Article II of this Declaration so as to enable its use as a planned unit development containing certain Lots and Common Areas. Declarants desire to provide for the preservation of the values and amenities in said development and for the maintenance of the Common Area. To this end and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.

C. Declarants deem it desirable, for the efficient preservation of the values and amenities in the Project, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purposes, Declarant has, in conjunction with recordation of this Declaration, caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, the ALTA APPROACH PUD OWNERS ASSOCIATION.

D. As more fully set forth in Article XI hereof, Declarant Stonebridge reserves the right to expand the Project to include certain additional real property and improvements thereto.

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NOW, THEREFORE, for the foregoing purposes, Declarants hereby declare that the Property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.

I. DEFINITIONS

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

1. Additional Land shall mean and refer to the following-described real property located in Salt Lake County, Utah:

See Exhibit "B" attached hereto and incorporated herein by this reference.

2. Articles or Articles of Incorporation shall mean and refer to the instrument entitled "Articles of Incorporation of the Alta Approach PUD Owners Association" which was filed for record in the office of the Utah Division of Corporations and Commercial Code on or about the date that this Declaration was filed with the office of the County Recorder of Salt Lake County, Utah.

3. Association shall mean and refer to the ALTA APPROACH PUD OWNERS ASSOCIATION, the Utah nonprofit corporation which is created by the filing of the Articles.

4. Common Areas or Common Areas and Facilities shall mean and refer to all portions of the property owned by the Association for the common use and enjoyment of the Owners, and shall include:

(a) All portions of the Property not specifically included within the individual Lots.

(b) All Common Areas and Limited Common Areas designated as such on the Plat.

(c) All installations, equipment, and liens, if any, now or hereafter located on, over, or under the Common Areas and connected with or related to the furnishing of Project utility services such as water, sewage disposal, electricity, and telephone, and which are not owned by or dedicated to a governmental or quasi-governmental authority

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or public or private utility company and which are not reserved by Declarants.

(d) The Private Streets within the Project.

5. Declarants shall mean and refer to Stonebridge and P&G and/or any successors to said corporations which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relationship to the Project and/or the Additional Land as did its predecessor.

6. Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as the same may be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof (and in particular, in accordance with the provisions of Article XI hereof concerning supplements to this Declaration which are to occur in conjunction with each addition to the Project of a portion of the Additional Land).

7. Eligible Insurer or Guarantor shall mean and include an insurer or governmental guarantor of a Mortgage which has requested notice of certain matters from the Association in accordance with Paragraph 6 of Section 6 of Article XII of this Declaration.

8. Eligible Mortgagee shall mean and include a mortgagee which has requested notice of certain matters from the Association in accordance with Paragraph 6 of Section 6 of Article XII of this Declaration.

9. Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those Common Areas designated in the Declaration or in the Plat as reserved for the use of a certain Lot or Lots to the exclusion of the other Lots.

10. Living Unit shall mean and refer to a house, similar structure or portion of a structure located on a Lot which is designed and intended for human occupancy.

11. Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat and intended for private use and ownership. [The Plat as initially recorded in conjunction with this Declaration and prior to any amendment or supplement thereto contains 19 such Lots.]

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

13. Mortgage shall mean and include both a first mortgage on any Lot or a first deed of trust on any Lot.

14. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Lot and a beneficiary under a first deed of trust on any Lot.

15. Open Space Area shall mean and refer to all portions of the Common Areas, excluding the following: Limited Common Areas; the Project's Private Streets and parking areas; the Project's utility and drainage lines and facilities; and landscaped or otherwise developed portions of the Common Areas approved by Salt Lake County.

16. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

17. Plat shall mean and refer to the following duly approved and recorded plats:

(a) The plat filed herewith, entitled "Alta Approach Planned Unit Development, Phase 1, A Planned Unit Development," executed and acknowledged by Declarants, prepared and certified to by Kenneth W. Watson of Eckhoff, Watson & Preator, a duly registered Utah Land Surveyor holding Certificate No. 5190.

(b) Any plat(s) respecting all or any portions of the Additional Land, but only after the recordation of such plat(s) and only if and after the recordation in accordance with Article XI hereof of supplement(s) to the Declaration adding the real property covered by such plat(s) to the Project and subjecting such real property to the Declaration.

18. Private Street shall mean and refer to each of the Project's "private streets" identified as such on the Plat; provided, however, that any portions of a "private street" which occupy part of a Lot shall consist only of such perpetual easements and rights of ingress and egress on, over, under, through, and across the part of the Lot so occupied as may be necessary or convenient for the Association (in a manner not inconsistent with this Declaration) to construct, improve, and maintain the Project's "private streets", walkways, sidewalks,

all drainage structures and facilities, all utility lines, pipes, conduits, structures and other related facilities, all improvements created or constructed by Declarant, and all other improvements occupying any such part of a Lot when all Project construction (including expansion) has been completed. Such perpetual easements and said rights shall benefit the entirety of the Project. [Article II of this Declaration contains additional easements and reservations in favor of the Declarant Stonebridge affecting the area located within the Private Streets.]

19. Project shall mean and refer to Alta Approach Planned Unit Development, a Planned Unit Development, as shown on the Plat and governed by this Declaration.

20. Property shall mean and refer to the tract of real property described in Article II of this Declaration, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with law and the provisions of this Declaration.

II. PROPERTY DESCRIPTION

The Property which is initially to be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following-described real property situated in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference.

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

EXCLUDING all presently existing or to be constructed or installed utility lines and related facilities which are now or hereafter owned by any governmental or quasi-governmental authority or by any public or private utility company.

ALL OF THE FOREGOING IS ALSO SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all easements and rights-of-way of record, otherwise existing, or enforceable in law or

equity; and any easements, rights-of-way, encroachments, shortages in area, or discrepancies shown on or revealed by the Plat, or otherwise existing or discoverable from an inspection of the above-described parcel of real property.

RESERVING UNTO (i) Declarants, such perpetual easements and rights of ingress and egress over, across, through, and under all portions of the above-described parcel of real property comprising Common Areas (including, without limitations, Private Streets) and all portions of each Lot located either within fifteen (15) feet of the front or rear or within ten (1) feet of either side of such Lot as may be necessary or convenient for Declarants (in a reasonable manner not inconsistent with this Declaration) to construct and improve the Common Areas with such roads, structures, facilities, and other improvements (including recreational improvements and utilities) designed for the use and enjoyment of all the Members as Declarants may determine in their sole discretion to be appropriate; and (ii) Declarant Stonebridge, such perpetual easements and rights of ingress and egress over, across, through, and under all portions of the above-described parcel of real property comprising Common Areas (including, without limitation, Private Streets) and all portions of each Lot located either within fifteen (15) feet of the front or rear or within ten (10) feet of either side of such Lot, with no limits as to the extent of the burden which may be imposed thereon, as may be necessary or convenient to enable Declarant Stonebridge to develop and use any or all of the Additional Land (as determined in Declarant Stonebridge's sole discretion and regardless of whether or not the portion(s) of the Additional Land being so developed have been or will be added to the Project) and to provide for such needs of and services to the Additional Land as may be determined by Declarant Stonebridge in its sole discretion. The easements and rights set forth in the foregoing item (ii) shall include (without limitation) the right to hook into and use any utility line, pipe, conduit, Private Street or other facility

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serving the Project and to utilize and/or enlarge all storm water runoff retention areas, structures and Private Streets located in the Project. Declarant Stonebridge shall have the right to assign, convey and/or transfer all or any portion of the easements and rights herein reserved to Salt Lake County, any other governmental or quasi-governmental body having jurisdiction over the Property, and any private or public utility company serving the Project, or any part of the Additional Land (whether or not such part has been or will be added to the Project).

III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

2. Voting Rights. There shall be one vote attributable to each Lot, each of said votes to be voted or cast at any meeting of the Association by the Owner of each such Lot as a Member of the Association. Although each of the multiple Owners of a single Lot shall be a Member, in no event shall more than one vote exist or be cast with respect to a single Lot. Which of the multiple Owners of a single Lot shall cast the vote appertaining to that Lot is determined under Section 3 of this Article III.

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

4. Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Association shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Lot which is owned by him; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Lot

which is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an eligible Insurer or Guarantor, the address of such person or entity, and the Lot which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised.

IV. PROPERTY RIGHTS IN COMMON AREAS

1. Easement of Enjoyment. Each Owner shall have an equal, undivided, and nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described in this Section to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot.

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

Lot No. _____ contained within Alta Approach Planned Unit Development, a Planned Unit Development, as said Lot is identified in the Plat recorded in Salt Lake County, Utah on _____, 1987, as Entry No. _____, and in the "Declaration of Covenants, Conditions, and Restrictions of Alta Approach Planned Unit Development, a Planned Unit Development" recorded in Salt Lake County, Utah on _____, 1987, as Entry No. _____, in Book _____, beginning at page _____. TOGETHER WITH an equal, undivided, and nonexclusive right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Plat and said Declaration of

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Covenants, Conditions, and Restrictions. AND SUBJECT TO such perpetual easements and rights of ingress and egress on, over, under, through, and across the Lot which are associated with the Private Streets in said Development.

Whether or not the description employed in any such instrument is in the above-specified form, however, this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. The right and easement of use and enjoyment to the Common Areas shall not be separated from the Lot to which they appertain and even though not specifically mentioned in the instrument of transfer, such nonexclusive right and easement of use and enjoyment to the Common Areas shall automatically accompany the transfer of the Lot to which they relate.

3. Transfer of Title. Declarants agree that they shall, as their interests may appear, at or prior to the time either Declarant conveys the first Lot to an Owner, convey by Quit-Claim Deed to the Association good and marketable title to the Common Areas free and clear of all monetary liens and encumbrances (other than the lien of current general taxes and the lien of any current assessments, charges, or taxes imposed by governmental or quasi-governmental authorities).

4. Limitation on Easement. A Member's nonexclusive right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to suspend a Member's voting rights and right to the use of the Common Areas (except the Private Streets shown on the Plat for access to his Lot) for any period during which an assessment on such Member's Lot remains unpaid, or for a period not exceeding sixty (60) days for any infraction of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

(b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(c) The right of the Association (without the consent of Owners, Members, Mortgagees, or any other persons or entities) to grant permits, licenses, and easements over, across, through, and under the Common

Areas to any governmental or quasi-governmental authority, to any public or private utility company, or to any other person or entity for the purpose of installing, maintaining, or providing utilities and related facilities or roads or for such other purposes reasonably necessary or useful for the proper maintenance or operation of the Project; and

(d) The right of Salt Lake County, any other governmental or quasi-governmental body having jurisdiction over the Property, and any private or public utility company serving the Project or any part of the Additional Land (whether or not such part has been or will be added to the Project) to access and rights of ingress and egress over, across, through, or under the Common Areas for purposes of providing police and fire protection, transporting school children, and providing any other governmental, municipal, or utility service to the Project or the Additional Land.

5. Charges for Use of Common Areas. No leases, charges for use, rental agreements, licenses, or similar arrangements shall be employed or entered into with respect to any portion of the Common Areas and Facilities.

6. Access to Lots. Each Lot Owner's nonexclusive right and easement of use and enjoyment in and to the Common Areas shall include (without limitation) the right of ingress and egress to such Owner's Lot, which right shall be irrevocable, perpetual, and appurtenant to such Lot.

7. Encroachments and Easements. In the event that any portion of the Common Areas, a Limited Common Area, a Lot, and/or a Living Unit encroaches or comes to encroach on the Common Areas, another Limited Common Area, another Lot, and/or another Living Unit, as a result of construction, reconstruction, repair, shifting, settlement, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists. Without limiting the scope of the foregoing sentence, the drain field for a Living Unit may, if reasonably necessary or convenient and if the prior written consent of the Salt Lake City/County Health Department and the Declarants is obtained, encroach on the Common Areas or a portion of another Lot not located within five (5) feet of the Living Unit on such Lot, ten (10) feet from any water line on such Lot, or ten (10) feet from the drain field on such Lot, and an easement for

maintaining such encroachment shall exist under the foregoing sentence.

V. ASSESSMENTS

1. Personal Obligation and Lien for Assessments. Each Owner (including Declarants) shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the annual and the special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of each person who is an Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; assessments to the Association for the use of any pool, spa, clubhouse, and/or other recreational facilities which the Association may contract with other third parties to use; legal, accounting, and other professional and service fees; maintenance, operation, management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or the Articles of Incorporation. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the Common Areas and Facilities.

3. Maximum Monthly Assessment. The Board of Trustees of the Association may from time to time and in its discretion set the amount of the monthly assessment at such sum as may be necessary to pay the ordinary and reasonable expenses of the Association as allowed and permitted by this Declaration.

4. Special Assessments. From and after the date set for commencement of monthly assessments under Section 7 of this Article V, the Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction, repair, or replacement of an improvement, personal property, or fixtures upon the Common

Areas. Any such special assessment must be assented to by a majority of the votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose, date, time, and place of the meeting shall be sent to all Members at least ten (10) days but not more than fifty (50) days prior to the meeting date.

5. Quorum Requirements. The quorum required for any action authorized by Section 3 or 4 of this Article V or Section 5 of Article XII hereof shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast at least one-third (1/3rd) of all the votes of Members shall constitute a quorum. If a quorum is not present at the first meeting or any adjournment thereof, another meeting may be called (subject to the notice requirements set forth in Sections 3 and 4 of this Article and Section 5 of Article XII hereof) at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the immediately preceding meeting.

6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all Lots, regardless of whether or not any improvements have been constructed on any given Lot. The Association may estimate the amount of funds necessary to perform its functions as described herein, and may establish its assessments based on such estimates so as to allow the collection of assessments for the payment of expenses when incurred and due, with an annual accounting and reconciliation of funds assessed, collected, and expended.

7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Areas to the Association. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in amount of the monthly assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned. The monthly assessments shall commence on Lots located on a portion of the Additional Land added to the Project on the first day of the month following conveyance of the Common Areas in such portion to the Association.

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

9. Effect of Nonpayment -- Remedies. Regardless of the terms of any agreement to the contrary, the liability of the Owners of a Lot for the payment of any assessment relating to such Lot shall be joint and several, and any remedy for the collection of such assessment may be enforced against any or all Owners of the Lot concerned; provided, however, that the personal obligation of an Owner to pay assessments shall not pass to his successors in title unless assumed by them. If any assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (or, in the event such rate at any time exceeds the maximum legal limit, interest shall accrue at such maximum legal rate), and the Association may bring an action either against any or all Owners who are personally liable therefor or to foreclose the lien against the Lot; provided, however, that the Association shall give the Owner(s) concerned twenty (20) days advance written notice of its intent to pursue one or more of its remedies hereunder. Any relief obtained by the Association (whether or not through judicial action) shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights. After institution of a foreclosure action by the Association against any Lot, the Association shall, without regard to the value of such Lot or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by such Lot.

VI. OPERATION AND MAINTENANCE

1. Maintenance by Owners. Each Lot and Living Unit shall be maintained by the Owner thereof in a clean and orderly condition and in such condition as does not detract from the appearance of the Property and as does not affect adversely the value or use of any other Lot, Living Unit, or the Common Areas. The Association shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners. Each Owner, and not the Association, shall be responsible to pay for utility services (including, without limitation, both hookup and installation fees and periodic charges) which are separately charged, billed, and/or metered to his Lot by governmental or quasi-governmental authorities or by public or private utility companies. In addition, each Owner shall pay the Association reasonable hookup and use fees for utility services if any provided to his Lot by the Association.

2. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas (including, without limitation, utility lines and facilities owned or used by the Association) as may be reasonably necessary or desirable to make them appropriately usable in conjunction with the Lots and Living Units and to keep

them clean, functional, attractive, and generally in good condition and repair. Included in such obligation to maintain and operate the Common Areas are the obligation to provide or cause to be provided garbage collection and snow removal services, to maintain street and other signs and lights located on the Common Areas, to maintain the Private Streets, and to provide revegetation of the Common Areas. In recognition of the flood control requirements of Salt Lake County, the Association shall maintain all storm water runoff and drainage structures and facilities located in the Project, including all manmade retention ponds, swales, swale flairs, bridges, pipes, check drains, spillways, culverts, and grouted riprap inlets and outlets. Said maintenance shall include all means necessary to prevent said areas and structures from holding or controlling less storm water run off than the quantity for which they were designed. In the event that another party is jointly using a utility line, drainage structure or similar facility to service property not included in the Project, the Association shall maintain and operate such line, structure, or facility and the other party shall reimburse the Association only for such incremental costs of such maintenance and operation which directly result from the other party's use thereof.

3. Professional Management. Unless approval for self management is obtained pursuant to Paragraph (d) of Section 5 of Article XII hereof, the Association shall carry out through a professional manager those of its functions which are properly the subject of delegation. The professional manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

4. Association Access to Lots. The Association shall have an irrevocable right of access to each Lot to make emergency repairs and to do other work reasonably necessary or useful for the proper maintenance or operation of the Project.

VII. USE AND BUILDING RESTRICTIONS

1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions contained herein. No automobile or other vehicle shall be parked at any location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts.

2. Use of Lots and Living Units. All Lots and Living Units are restricted to use as single-family residential housing; provided, however, that a portion of a Living Unit can be used to

conduct a business or profession if: (1) such use is approved by all appropriate governmental and quasi-governmental bodies having jurisdiction over such matters; (2) such use is approved by the Architectural Control Committee (as said Committee is provided for hereafter); and (3) such use is of a type traditionally conducted in a single-family residence. Under no circumstances shall a Living Unit be used for other than a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Lot, Living Unit, or the Common Areas, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas. No aluminum foil, newspapers, or any other similar materials may be used to cover the windows in any Living Unit or other structure. A Lot, or any part thereof, may not be used as a road or thoroughfare to gain access, ingress, or egress to any other property.

3. Recreational Vehicles. Boats, trailers, and campers shall be parked only within the Lot of the Owner concerned. When parked within a Lot, such boats, trailers, campers, and similar vehicles shall be kept in an enclosed structure or screened from view.

4. Animals. No animals other than small household pets (dogs and cats) shall be kept or allowed on any Lot or within any part of the Common Areas. Whenever a permitted animal is allowed to leave a Lot it shall be either on a leash or in a cage. No animals of any kind shall be raised, bred or kept for any commercial purpose. The Association shall promulgate reasonable rules and regulations concerning the use of, or damages to, the Common Areas by animals and the liability of individual Owners for such damage.

5. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render any part of the Property unsanitary or unsightly or which would be offensive or detrimental to any other part of the Property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the Property so as to be offensive or detrimental to any other part of the Property or to the occupants thereof.

6. Unsightly Articles. No unsightly articles shall be permitted to remain on a Lot so as to be visible from any other Lot or the Common Areas. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container, and any such container shall be kept within an enclosed structure or appropriately screened from view. No metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or when

appropriately screened from view. Trash container shelters or bins shall be built to contain and house trash cans that are being made available for garbage pick-up. Such structures shall be built and located within ten (10) feet of the road, and shall be constructed of materials similar to those used in the construction of the Living Unit.

7. Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Control Committee, except such signs as may be erected by Declarants for permanent identification of the Project or used by Declarants in connection with the development and sale of Lots and the Additional Land, and except such signs of customary and reasonable dimensions as may be displayed on a Lot advertising a Lot or Living Unit for sale or lease. Display of any "for sale" or "for lease" sign more than two (2) feet by one and one-half (1 1/2) feet shall require the prior written approval of the Architectural Control Committee. A residential identification sign for a Lot is permitted but should not exceed two (2) square feet in surface area.

8. No Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

9. Motorbikes. All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only on established streets and parking areas and are specifically prohibited from all other portions of the Common Areas, and are to be used on said streets only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Project.

10. Weed Control. Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and other flammable materials on his Lot so as to minimize fire and other hazards to surrounding Lots, Living Units, the Common Areas, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, livestock, land, or the public health.

11. Temporary and Other Structures. Structures of a temporary nature, trailers, basement houses, mobile homes, modular homes, prefabricated housing, tents, or shacks shall not

be used at any time as a residence, either temporarily or permanently, nor shall said structures be permitted on the Property at any time. No old or secondhand structures shall be moved onto any Lot, it being the intention hereof that all Living Units and other buildings erected on Lots or within the Property shall be new, permanent, on-site construction of good quality workmanship and materials.

12. Drainage. No Owner may interfere with the established drainage pattern over any part of the Project unless adequate provision is made for proper drainage and is approved in advance by the Architectural Control Committee. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Project by Declarants is completed or which is shown on any plans of Declarants or plans approved by the Architectural Control Committee and/or Salt Lake County.

13. Chimneys. All wood or coal burning chimneys will be equipped with appropriate spark screens as approved by the Architectural Control Committee.

14. Trees. Native trees and timber shall not be removed from any Lot except as may be deemed necessary by the Architectural Control Committee for the construction of a Living Unit, other authorized structure, or necessary site development.

15. Storage Tanks and Utility Lines. All fuel tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of a Living Unit or shall be installed or constructed underground. All utility services, including but not limited to, phone lines, power lines, and water and sewer lines shall be located underground.

16. No Further Subdividing. No Lot or Common Areas may be further subdivided.

17. Exception for Developer. Notwithstanding the restrictions contained in this Article VII, for the fifteen (15) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, Declarants shall have the right to use any Lot or Living Unit owned by either of them, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any marketing or sales effort relating to the Lots owned by either Declarant.

18. Supplemental Use Restrictions Upon Expansion. In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant Stonebridge shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant Stonebridge's sole

discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Article.

VIII. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board of Trustees of the Association shall appoint a three-member Committee, the function of which shall be to insure that all Living Units and other improvements within the Lots harmonize with existing surroundings and structures and comply with the requirements set forth in this Article VIII (as said requirements may be supplemented in supplement(s) to this Declaration recorded in conjunction with the addition to the Project of portion(s) of the Additional Land). The Committee need not be composed of Owners. If such a Committee is not so appointed, the Board of Trustees itself shall perform the duties required of, and shall constitute the Committee.

2. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it the Committee shall use its best judgment to insure that all improvements and construction on Lots within the Property conform to and harmonize with existing surroundings and structures and comply with the requirements of this Article VIII (as said requirements may be supplemented in supplement(s) to this Declaration recorded in conjunction with the addition to the Project of portion(s) of the Additional Land).

3. Submission to Committee. No Living Unit, accessory or addition to a Living Unit, other structure or building, or fence shall be constructed or maintained, and no grading or removal of natural vegetation shall occur, on a Lot unless approved in advance by the Architectural Control Committee.

4. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after compliance with the requirements of paragraph (a) through (f) of this Section or thirty (30) days after approval by all appropriate governmental and quasi-governmental authorities, whichever is later. In the event the Committee fails to take any action (which action may include notice of reasonable extension of time for the Committee to complete its review) within such period it shall be deemed to have approved the material submitted. Approval is conditioned upon compliance with the following procedure:

(a) The Owner concerned signing a notice indicating that he has read and understood this Declaration.

(b) The Owner concerned depositing with the Architectural Control Committee a Three Hundred Fifty Dollars (\$350.00) security deposit to insure compliance with the provisions of this Declaration. Two Hundred Fifty Dollars (\$250.00) of such deposit shall be refundable if all provisions of this Declaration are complied with through the completion of the Living Unit or other structure or building concerned. One Hundred Dollars (\$100.00) of said deposit shall be retained by the Architectural Control Committee to reimburse it for plan approval costs. The amount of said security deposit and the amount to be retained by the Architectural Control Committee may be increased by the Board of Trustees of the Association without a vote of the Members and without amending this Declaration.

(c) The Owner concerned submitting a site layout plan at a scale of 1/8th inch to one foot, showing: (1) the proposed Living Unit or other structure or building as it will be situated on the Lot; (2) the extent of all cutting, filling, grading, and other excavation proposed in conjunction with construction of the proposed Living Unit and the landscaping of the Lot; (3) the pre-construction and post-construction slope of each portion of the Lot and of the driveway serving the proposed Living Unit; (4) a drainage plan for disposition of storm water runoff from the Lot; (5) the relationship of the basement, above-ground floors, and roof to the original and finish grades of the particular Lot; (6) the location and type of all natural vegetation on the Lot and a landscaping and revegetation plan for the areas to be disturbed during construction and landscaping; (7) the location and design of any proposed fence on the Lot; and (8) all Lot lines and existing topography.

(d) The site plan submitted shall show the relationship of the proposed structure to that of any existing structures on adjacent or contiguous Lots. As a minimum, the location of all structures shall be within the area designated for each Lot on that certain Site Plan for the Project prepared by

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Gerard P. Tully dated July 1, 1987, unless a variance is obtained from the Architectural Control Committee.

(e) The Owner concerned submitting a complete set of architectural plans, including (without limitation):

(1) A cross section of the proposed walls of the home indicating type of support, insulation, and exterior finish.

(2) One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, including brick, stone, and wood siding, roofing materials, etc.

(f) Any subsequent changes, improvements, or alterations in such plans must be submitted to the Committee for written approval.

5. Living Unit Size. The ground floor area of Living Units, exclusive of open porches and garages, shall not be less than 2,500 square feet for a one story Living Unit or less than 2,000 square feet for a Living Unit of more than one story. In so-called split-entry or bi-level Living Units, the ground floor shall be defined as only two levels and not all multiple levels combined. The Architectural Control Committee may allow smaller plans if substantially changed circumstances justify it. Each Lot containing a Living Unit shall also contain an attached or detached garage for no fewer than two (2) nor more than three (3) cars. A detached building used for a garage may contain servants' quarters.

6. Building Height. No Lot in the development shall have a building or structure which exceeds a height of two stories or thirty-four (34) feet, whichever is greater, above the highest elevation of such Lot where the house intersects the natural contour of the ground.

7. Building Location. The following minimum yard requirements and other restrictions shall apply to all Living Units and accessory buildings:

(a) Front Yard. No building shall be located on any Lot nearer than fifty (50) feet to the front Lot line (which is the

center of the Private Street situated on the front of the Lot); provided however, that the Architectural Control Committee may, in its sole discretion, shorten any setbacks if the circumstances justify such.

(b) Side Yard. No buildings shall be located on any Lot nearer than ten (10) feet to one side Lot line or fifteen (15) feet to the other side Lot line, except that no building on a corner Lot shall be located on such Lot nearer than twenty (20) feet to the Private Street on the side of such Lot.

(c) Rear Yard. No building shall be located on any Lot nearer than thirty (30) feet to the rear Lot line.

(d) Open Space. No building shall be located on any Lot nearer than ten (10) feet to any portion of the Common Areas.

(e) Slope. No building shall be located on any portion of a Lot with a slope exceeding that allowed by all appropriate governmental and quasi-governmental bodies having jurisdiction over such matter and by the Committee.

(f) Natural Vegetation. All buildings shall be located so as to reasonably preserve a significant portion of existing trees and scrub oak.

The Architectural Control Committee shall have the discretionary right to change or eliminate the front yard, side yard, rear yard, and open space setback requirements, the height requirement and the slope requirement for the purpose of enhancing a view, preventing the removal of trees, or otherwise substantially enhancing the location of improvements on a Lot.

8. Living Unit Design and Construction. In order to promote a harmonious community development and protect the character of the Project, the following design and construction guidelines will be complied with:

(a) Time of Construction. Construction of a Living Unit shall be completed within one (1) year of the time such construction is commenced.

(b) Styles. Living Unit styles, designs, alterations or additions will conform to standards determined by the Architectural Control Committee.

(c) Exterior Walls. Exterior construction materials will be limited to stone or stone veneer, cement, stucco, brick or brick veneer, rough sawn or resawn wood siding, and shall be in earthtones indigenous to the area.

(d) Roofs. All Living Unit roofs shall be of shake, tile or asphalt shingle construction, unless the Architectural Control Committee specifically authorizes otherwise in writing. No roof shall have a pitch of more than eight feet in twelve feet.

(e) Related Improvements. Location of all storage, utility, or accessory buildings shall be to the rear of the Living Unit on the Lot concerned. No television, radio, or like antenna or disks shall be visible from a Private Street.

(f) Lighting. Any outdoor lighting shall be so arranged as to reflect light away from adjacent Lots and away from the vision of passing motorists.

(g) Landscaping. The manicured yard of each Lot shall be fully landscaped within one (1) year from occupancy of the Living Unit on said Lot.

9. Fences. All fences within the Project shall comply with the following requirements:

(a) Materials. Fences or walls shall be of wood, stone, or brick. No fence or wall of wire, chain link, mesh, slump block or unpainted concrete block shall be allowed. The Architectural Control Committee may in its discretion specify a standard style and color of fencing.

(b) Height. Fences, walls or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence or opaque hedge or screening materials (other than pre-construction natural vegetation)

shall be maintained within: (1) a required front yard; (2) in any portion of a rear or side yard which is highly visible from a Private Street or other nonadjoining Lot because of the elevation or slope of the portion of the rear or side yard concerned unless specifically permitted by the Architectural Control Committee; or (3) on Corner Lots in any portion of a triangle defined by the point of intersection of the edges of the two Private Streets located on the Lot and a point sixty (60) feet from such intersection along the edge of each such Private Street.

10. Supplemental Standards Upon Expansion. In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant Stonebridge shall have the right in its sole discretion to specify building restrictions and standards applicable to such portion. In Declarant Stonebridge's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in foregoing Sections 5 through 9, inclusive, of this Article; provided, however, that the quality of construction in any such portion of the Additional Land shall be at least equivalent to the quality of construction in the first portion of the Project.

11. Exception for Declarants. Declarants shall not be exempt from the provisions, restrictions, and requirements of this Article, as the same may be amended, supplemented, or replaced in accordance with the foregoing Section 10 of this Article.

12. No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

13. County Approval. No Living Unit, accessory or addition to a Living Unit, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns shall occur, on a Lot until a permit or written approval therefor is obtained from Salt Lake County following submission to the County of the plans described in Paragraphs (c) and (d) of Section 4 of this Article VIII and such other information as the County may reasonably require. In granting such permit or approval the County may apply any of the standards of this Article VIII (including the standards set forth in any supplement to this Declaration in accordance with Section 10 of this Article

VIII) it determines to have public significance. The granting of a permit or approval by the County with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve any such matter.

IX. ASSOCIATION INSURANCE

1. Hazard Insurance. The Association shall at all times maintain in force, and pay the premiums for, hazard insurance meeting the following requirements:

(i) A policy of property insurance shall be maintained covering all of the Common Areas and Facilities (except land, foundation, excavation, and other items normally excluded from coverage) including fixtures and building service equipment, to the extent they are part of the Common Areas, as well as common personal property and supplies owned by the Association. As a minimum, such policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of the Common Areas of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. Such policy shall contain a maximum deductible amount of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount, whichever is less. Funds to cover the deductible amount may be included in the reserve fund required to be maintained by the Association pursuant to Section 2 of Article V of this Declaration.

(ii) The name of the insured under each policy required to be maintained by the foregoing paragraph (i) shall be set forth therein substantially as follows: "Alta Approach PUD Owners Association, a Utah nonprofit corporation." Evidence of

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insurance shall be issued to each Owner and Mortgagee upon request.

(iii) Each policy required to be maintained by the foregoing paragraph (i) shall contain a provision providing that the policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

2. Fidelity Bonds. The Association may maintain in force and pay the premiums for blanket fidelity bonds for all officers, directors, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds may be, at the Association's election, required for the management agent's officers, directors, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon best business judgment. Any bonds required shall meet the following requirements: (1) the fidelity bonds shall name the Association as obligee; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions; (3) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, directors, employees, and agents) shall be paid by the Association as a common expense; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

3. Liability Insurance. The Association shall maintain in force and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, public ways in the Project, if any, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least Two Million Dollars (\$2,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, and legal

liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use, including but not limited to, host liquor liability, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. Such policy shall, by its terms, provide for "severability of interest" or shall contain a specific endorsement to preclude the insurer's denial of an Owner's claim because of the negligent acts of the Association or any Member thereof, and shall provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association.

4. General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Sections 1, 2, and 3 shall be in accordance with and consistent with local and State of Utah insurance law and shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Key Rating Guide of Class VI or better. No such policy shall be maintained where: (i) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (ii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds. The provisions of this Section 4 and of the foregoing Sections 1, 2, and 3 shall not be construed to limit the power or authority of the Association or any Owner to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association or such Owner may deem appropriate from time to time.

X. DESTRUCTION OR CONDEMNATION OF COMMON AREAS

1. Definitions. The provisions of this Article X shall apply with respect to the destruction or condemnation of all or any part of the Common Areas. As used in this Article, each of the following terms shall have the meaning indicated:

(a) Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Common Areas or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value. "Partial Destruction" shall mean any other damage or destruction to the Common Areas or any part thereof.

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(b) Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of the Common Areas or a taking of part of the Common Areas has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

(c) Restoration. "Restoration," in the case of any damage or destruction, shall mean restoration of the Common Areas in accordance with the Declaration, the Plat, and the original plans and specifications for the Common Areas to a condition the same or substantially the same as the condition in which the Common Areas existed prior to the damage or destruction concerned; in the case of condemnation, shall mean restoration of the remaining portion of the Common Areas to an attractive, sound, and desirable condition. Any "Restoration" not in accordance with the Declaration, the Plat, and the original plans and specifications for the Common Areas shall require the consent of Eligible Mortgagees holding Mortgages on at least fifty-one percent (51%) of the Lots which are then subject to Mortgages held by Eligible Mortgagees.

(d) Restored Value. "Restored Value" shall mean the value of the Common Areas (excluding raw land value) after Restoration.

(e) Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of Restoration.

(f) Available Funds. "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association or that portion of any

condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Lot for the condemnation or taking of the Lot in which they are interested.

2. Determination by Board of Trustees. Upon the occurrence of any damage or destruction to the Common Areas or any part thereof, or upon a complete or partial taking of the Common Areas under eminent domain or by grant or conveyance in lieu thereof, the Board of Trustees of the Association shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value. In making such determination the Board of Trustees may retain and rely upon one or more qualified appraisers or other professionals.

3. Restoration of Common Areas. Restoration of the Common Areas shall be undertaken by the Association promptly without a vote of the Owners in the event of Partial Destruction or Partial Condemnation, and shall also be undertaken in the event of Substantial Destruction or Substantial Condemnation unless the failure to make Restoration is consented to by Members collectively holding at least sixty-seven percent (67%) of the total votes of the Association and is further consented to by Eligible Mortgagees holding Mortgages on at least fifty-one percent (51%) of the Lots which are then subject to Mortgages held by Eligible Mortgagees. Within thirty (30) days after the Board of Trustees has determined that Substantial Destruction or Substantial Condemnation exists, the Association shall send to each Owner and Eligible Mortgagee a written description of the destruction or condemnation involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall notice a meeting of the Members in accordance with the applicable provisions of this Declaration and the Articles to determine the preferences of the Members regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Association exceed the actual cost of Restoration when Restoration is undertaken, the excess shall be divided into as many equal shares as there are Lots in the Project with one of such shares being paid and distributed to the Owners of each Lot. Payment to any Owner whose Lot is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee. In the event the actual cost of Restoration exceeds Available Funds, all of the Lots shall be equally assessed for the deficiency. Regardless of the extent of destruction and the costs of Restoration, such Restoration will be accomplished if required by Salt Lake County, as for example, in the case of destruction of a detention pond or storm sewer.

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4. Lack of Restoration. Unless Restoration is accomplished in accordance with the foregoing Section 3, the Association shall take such action as is necessary to make the remaining Common Areas safe for the occupants and Owners of the Project and defray the costs thereof from Available Funds. In the event such Funds are insufficient for such purposes, the Owners of all Lots shall be equally assessed for the deficiency. Any remaining Available Funds shall be divided into as many equal shares as there are Lots in the Project with one of such shares being paid and distributed to the Owners of each such Lot. Payment to any Owner whose Lot is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

5. Authority of Association to Represent Owners in Condemnation or to Restore. The Association, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities. The award in any condemnation proceeding, the proceeds of any settlement related thereto, and the proceeds of any insurance on the Common Areas shall be payable to the Association for the use and benefit of the Lot Owners and their Mortgagees as their interests may appear. The Association, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore the Common Areas whenever Restoration is undertaken as provided in Section 3 of this Article or when the Common Areas are made safe as provided in Section 4 of this Article. Such authority shall include the right and power to enter into any contracts, deeds, or other instruments which may be necessary or appropriate.

XI. EXPANSION OF PROJECT

1. Right to Expand and State of Title to New Lots. There is hereby granted unto Declarant Stonebridge, and Declarant Stonebridge hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time to time by adding to the Project the Additional Land or a portion or portions thereof. Notwithstanding any provisions of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Lot Owner, Mortgagee, or the Association) and shall be limited only as specifically provided in this Declaration. Any given portion of the Additional Land shall be deemed added to the Project and, subject to the terms of this Article XI, to the jurisdiction of the Association at such time as a duly approved subdivision plat and a supplement to this Declaration containing the information required by Section 3 of this Article XI have been recorded with respect to the portion of the Additional Land concerned. After the recordation of such

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supplement and plat, title to each Lot thereby created within the portion of the Additional Land concerned and its appurtenant right and easement of use and enjoyment in and to the Common Areas shall be vested in and held by Declarant Stonebridge, and none of the other Lot Owners or the Association shall have any claim or title to or interest in such Lot, such Lot's appurtenant nonexclusive right and easement of use and enjoyment to the Common Areas, and such Lot's appurtenant exclusive right and easement of use and enjoyment to Limited Common Areas, if any, associated with such Lot. In addition, after the recordation of a supplement to this Declaration and a new plat for the Additional Land being added, each Lot thereby created within the portion of the Additional Land concerned, as with all other Lots previously existing, shall have an equal, undivided, nonexclusive and appurtenant right and easement of use and enjoyment of the Common Areas and Limited Common Areas of the Project, as supplemented.

2. Rights and Statements Respecting Additional Land. Declarant Stonebridge hereby furnishes the following information and statements respecting the Additional Land and Declarant Stonebridge's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof:

(a) All of the Additional Land need not be added to the Project if any part of such Land is added. Rather, a portion or portions of the Additional Land may be added to the Project at any time (within the limits herein prescribed) and from time to time.

(b) There are no limitations or requirements relative to the size, location, or configuration of any given portion of the Additional Land which can be added to the Project or relative to the order in which particular portions of the Additional Land can be added to the Project.

(c) There are no limitations or requirements (other than zoning and subdivision restrictions as they may exist or be modified from time to time) relative to the layout, design, size, location, density, permitted uses, legal structure, or other characteristics of the Lots, Living Units, Common Areas, and Limited Common Areas to be created on any portion of the Additional Land added to the Project.

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(d) Any Living Unit or structure erected on a portion of the Additional Land added to the Project will be constructed in a good and workmanlike manner.

(e) In conjunction with the addition to the Project of a portion of the Additional Land, Declarant Stonebridge shall have the right to reserve, in the instruments through which the addition is accomplished, rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such of the Additional Land as has then not been added to the Project.

3. Procedure for Expansion. The supplements to this Declaration by which addition to the Project of any portion of the Additional Land is accomplished shall be executed by Declarant Stonebridge; shall be in recordable form; shall be filed for record in the office of the County Recorder of Salt Lake County, Utah, on or before twenty (20) years from the date that this Declaration is recorded; and shall contain the following information for that portion of the Additional Land which is being added to the Project:

(a) Data sufficient to identify this Declaration and the plat respecting that portion of the Additional Land being added to the Project.

(b) The legal description to identify this Declaration and the plat respecting that portion of the Additional Land being added to the Project.

(c) Any amendments, supplements, or replacements to or for the standards and restrictions set forth in Article VII of this Declaration.

(d) Any amendments, supplements, or replacements to or for the standards and restrictions set forth in Section 5 through 9, inclusive, of Article VIII of this Declaration.

(e) A statement that such portion of the Additional Land shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in

this Declaration, as said Declaration may be amended or supplemented in accordance with the immediately foregoing Paragraphs (c) and (d).

(f) A form for conveyancing the Lots situated in that portion of the Additional Land being added to the Project similar to the forms for conveyancing set forth in Section 2 of Article IV of this Declaration.

(g) A statement that Declarant Stonebridge agrees to convey by Quit Claim Deed to the Association, at or prior to the time it conveys to an Owner the first Lot located on the portion of the Additional Land being added to Project, good and marketable title to all Common Areas situated in that portion of the Additional Land being added to the Project, free and clear of all monetary liens and encumbrances (other than the lien of current general taxes and the lien of any current assessments, charges, or taxes imposed by governmental or quasi-governmental authorities).

(h) Such rights-of-way and/or easements as are being reserved by Declarant Stonebridge pursuant to Paragraph (e) of the immediately foregoing Section 2.

(i) A description of any Limited Common Areas being created within the portion of the Additional Land concerned and a statement as to whether the Association or the Owner of the Lot concerned is to maintain such Limited Common Areas.

(j) Such other matters as Declarant Stonebridge may deem to be necessary, desirable, or appropriate.

Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, the Declaration for the Project shall consist of this Declaration, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

4. No Obligation to Expand. Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant

Stonebridge any obligation respecting, or to restrict Declarant Stonebridge in any way with regard to: (i) the addition to the Project of any or all of the Additional Land; (ii) the creation or construction of any Lot or other improvement; (iii) the carrying out in any particular way or within any particular time of any development or addition to the Project which may be undertaken; or (iv) the taking of any particular action with respect to any portion of the Additional Land. Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation, or commitment in this Declaration concerning anything that is or is not to occur, apply, or be done on or relative to the Additional Land or any portion thereof shall be binding as to such of the Additional Land as is never added to the Project. Further, if and when all or any part of the Additional Land is added to and/or made a part of any other subdivision, planned unit development, or condominium project, such part of the Additional Land so added to such other project shall automatically cease to be Additional Land under this Declaration.

5. Owners' Obligation Concerning Expansion of Project or Development of the Additional Land. Each Owner, by acquiring his interest in the Project, agrees not to inhibit or oppose Declarant Stonebridge's future development of each portion of the Additional Land (whether or not added to the Project) and the obtaining of necessary approvals therefor. Without limiting the scope of the immediately foregoing sentence, no Owner shall oppose such development in public meetings, by petition, or by legal actions.

XII. MISCELLANEOUS

1. Enforcement. The Declarants, the Association, and any aggrieved Owner shall have a right of action, either at law or in equity, against the Declarants, the Association, or any Owner for any failure by such person or entity to comply with this Declaration, the Plat, the Articles, or the provisions of any rules, regulations, agreements, instruments, supplements, amendments, or determinations contemplated by this Declaration, the Plat, or the Articles. Failure by the Declarants, the Association, or 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.

2. Notices. Any notice required or permitted to be given to any Owner, Member, Eligible Mortgagee, or Eligible Insurer or Guarantor under the provisions of this Declaration or the Articles shall be deemed to have been properly furnished if mailed postage prepaid to the person or entity which appears as the Member, Owner, Eligible Mortgagee, or Eligible Insurer or Guarantor of the Lot or Mortgage concerned, at the latest address

for such person or entity appearing in the applicable lists of the Association at the time of mailing.

3. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interests of the Owners.

4. Unanimous Written Consent in Lieu of Vote. In any case in which the Declaration requires for authorization or approval of a transaction or matter the assent or affirmative vote of a stated percentage of the votes of the Association, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from every Member entitled to cast a vote. The following additional provisions shall govern any application of this Section 4:

(a) All necessary consents must be obtained prior to the expiration of one hundred eighty (180) days after the first consent is given by any Member.

(b) Any change in ownership of a Lot which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose.

5. Amendment. Except as provided in and/or subject to the terms (a) through (d) below, a majority of the votes which Members present in person or represented by proxy are entitled to cast at a meeting of the Members of the Association shall be required and shall be sufficient to amend this Declaration, the Plat, or the Articles. Written notice setting forth the purpose of such meeting and the substance of the proposed amendment shall be sent to all Members at least ten (10) but not more than fifty (50) days prior to the meeting date. The quorum required at such meeting shall be as set forth in Section 5 of Article V of this Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument the Association shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained. The foregoing right of amendment shall, however, be subject to the following:

(a) Declarant Stonebridge shall have the right unilaterally to amend and supplement this Declaration in conjunction

with its addition to the Project of each portion of the Additional Land, all in the manner and to the extent, but only in the manner and to the extent, provided for in Article XI of this Declaration.

(b) The vote of at least sixty-seven percent (67%) of the total votes in the Association and the consent of eligible Mortgagees holding Mortgages on at least sixty-seven percent (67%) of the Lots which are then subject to Mortgages held by Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project as a planned unit development.

(c) The vote of at least sixty-seven percent (67%) of the total votes in the Association and the consent of Eligible Mortgagees holding Mortgages on at least fifty-one percent (51%) of the Lots which are then subject to Mortgages held by Eligible Mortgagees shall be required to add to or amend any material provision of this Declaration, Plat, or the Articles which establishes, provides for, governs, or regulates any of the following: (i) voting; (ii) assessments, assessment liens, or subordination of liens; (iii) reserves for maintenance, repair, and replacement of the Common Areas and Facilities; (iv) insurance or fidelity bonds; (v) rights to use the Common Areas and Facilities; (vi) responsibility for maintenance and repair of the several portions of the Project; (vii) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (viii) the boundaries of any Lot; (ix) the interests in the Common Areas and Facilities or Limited Common Areas; (x) convertibility of Lots into Common Areas or of Common Areas into Lots; (xi) leasing of Lots; (xii) imposition of any rights of first refusal or similar restrictions on the right of a Lot owner to sell, transfer, or otherwise convey his or her Lot; and (xiii) any provisions which are for the express benefits or rights of mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors. An addition or amendment shall not be considered material

for purposes of this Paragraph (d) if it is for the purpose of correcting technical errors, or for clarification only. Any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration, the Plat, or the Articles (or to approve a decision of the Association with respect to the nature of Restoration under Paragraph (c) of Section 4 of Article X hereof or a decision not to undertake Restoration pursuant to Section 3 of Article X hereof) is mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association and who does not deliver to the Association a negative response within thirty (30) days from the date of such mailing shall be deemed to have approved such request.

The vote and consent requirements set forth in the foregoing Paragraph (d) of this Section shall not be applicable to additions or amendments to this Declaration, the Plat, or the Articles which implement a decision concerning whether or not Restoration of the Common Areas should be undertaken or concerning the nature of such Restoration in accordance with the provisions of Sections 1 through 5 of Article X hereof in the event of Partial or Substantial Destruction or Condemnation, or which relate to the addition to the Project of any portion of the Additional Land and comply with Sections 1 through 3 of Article XI hereof. In addition, the granting by the Association of any permit, license, or easement for utility or similar purposes pursuant to the right and authority of the Association set forth in Paragraph (c) of Section 4 of the Article IV hereof shall not require an addition or amendment to this Declaration, the Plat, or the Articles and shall not be restricted in any way by the provisions and requirements of this Section 5.

6. Mortgagee Protection. The lien or claim against a Lot for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such assessments or charges become due. In the event that the State of Utah should enact the Uniform Planned Community Act or any other statute applicable to planned unit developments with a provision that would allow such assessments or charges, including special assessments, to have a limited priority over a Mortgage recorded before such assessments or charges became due, or in the event that the State of Utah should enact any law which would allow a lien for unpaid assessments or charges to survive foreclosure or exercise of a power of sale, all such assessments and charges, including special assessments, shall after the date of such enactment be made due and payable to the Association on a monthly basis and

the lien for any fees, late charges, fines, or interest that may be levied by the Association in connection with such unpaid assessments or charges shall be deemed subordinate to the Mortgage on the Lot upon which such assessments or charges are levied.

The lien or claim against a Lot for such unpaid assessments or charges shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Lot or the exercise of a power of sale available thereunder shall extinguish a subordinate lien for such assessments or charges which became payable prior to such sale or transfer. Nevertheless, any such unpaid assessments or charges which are extinguished in accordance with the foregoing sentence may be reallocated and assessed to all Lots as common expenses of the Association. Any such sale or transfer pursuant to a foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for, nor such Lot from the lien of, any assessments or charges becoming due thereafter.

The Association shall make available to Lot Owners, to lenders, and to holders, insurers, or guarantors of any Mortgage current copies of this Declaration, the Plat, the Articles, any rules concerning the Project, and the books, records, and financial statements of the Association. "Available," as used in this Paragraph, shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

Upon written request to the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Lot number or address of the Lot encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder, insurer, or guarantor shall be deemed thereafter to be an Eligible Mortgagee or Eligible Insurer or Guarantor (as the case may be), shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(a) Any condemnation, loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured, or guaranteed by such Eligible Mortgagee or such Eligible Insurer or Guarantor.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a Mortgage held, insured, or guaranteed by such Eligible Mortgagee or such

Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Sections 1 and 3 of Article X and the immediately foregoing Section 5 of this Article.

The right of an Owner to sell, transfer, or otherwise convey his or her Lot shall not be subject to any right of first refusal or similar restriction.

All leases or rental agreements for Lots shall be in writing and specifically subject to the provisions, restrictions, and requirements of this Declaration, the Plat, and the Articles. No Lot may be leased or rented for a period of less than thirty (30) days. The Association shall not create or enforce any other restriction relating to the term of a lease or rental agreement of any Lot in the Project.

7. Indemnification.

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he believed to be in and not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a

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plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he believed to be in and not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, shall not, of itself, create a presumption that the person had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that said person is or was a Trustee or officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he believed to be in and not opposed to the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) The following provisions shall govern and apply to the right of indemnification set forth in this Section 7:

(i) Any person seeking indemnification from the Association under Paragraph (a) of this Section as a result of being made a party to or being threatened to be made a party to any action, suit, or proceeding shall, within a reasonable time and before taking any significant or material action with

respect to such action, suit, or proceeding, notify the Association in writing with respect thereto and provide to the Association the opportunity to reasonably participate in such person's defense thereto and any settlement thereof. Failure to comply with the requirements of this subparagraph (i) shall bar any claim of such person for indemnification by the Association.

(ii) To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph (a) or (b) of this Section, or in defense of any claim, issue, or other matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Paragraph (a) or (b) shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Paragraph (a) or (b). Such determination shall be made either by the Board of Trustees of the Association by the affirmative vote of at least a majority of the disinterested Trustees, or by the Members by the affirmative vote of at least a majority of the total votes of the Association at any meeting duly called for such purpose.

(iii) Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in Paragraphs (a) and (b) may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a determination by the Board of Trustees of the Association by the affirmative vote of at least a majority of the disinterested Trustees and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be

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indemnified by the Association as authorized by Paragraphs (a) and (b).

(iv) The indemnification provided for by Paragraphs (a) and (b) shall not be deemed exclusive of any other rights to which those persons indemnified may be entitled under any agreements, by a vote of disinterested Members or Trustees, or otherwise, as to action in such persons official capacity. The indemnification authorized by Paragraphs (a) and (b) shall apply to all present and future Trustees and officers of the Association and shall continue as to such persons who cease to be Trustees or officers of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

(v) The Association may purchase and maintain insurance on behalf of any person who was or is a Trustee or officer of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

8. Protection of Storm Water Retention Areas and Structures. Declarants, Owners, or Mortgagees shall not have the authority to change, by any vote, or by alienation, transfer, sale, or otherwise, the use of the areas and structures designed to control or retain storm water runoff unless the consent of the Flood Control Division of Salt Lake County has first been obtained in writing.

9. Private Street. A portion of the Private Streets of the Project, as depicted on the Plat, runs from an intersection by the Lots through the Additional Land to a swimming pool facility (herein the "Access Street"). In the event that portion of the Additional Land contiguous to the Access Street is not made a part of the Project, then upon development of the same the Association shall be obligated to deed to the owner of said contiguous land the Access Street, and the owner of said

contiguous land shall be obligated to accept said deed and ownership of the Access Street and the obligation to maintain the Access Street, although the Owners of the Lots shall continue to have their rights of way and easements over such portion of the Private Streets referred to.

10. Right of Salt Lake County to Enforce this Declaration. Salt Lake County is hereby made a party to the covenants established by this Declaration for the sole purpose of protecting and preserving the use of the storm water retention areas and structures in the Project by enforcing the provisions of this Declaration related thereto. Said County shall not be a Member and shall have no vote.

11. Declarants' Rights Assignable. All of the rights of Declarants under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment, but any assignee of either Declarant shall take subject to and be bound by all of the rights, obligations and duties of the transferring or assigning Declarant as described and set forth in the Joint Venture Agreement between the Declarants relating to the Project.

12. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

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

14. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment to the Plat shall take

effect upon its being filed for record in the Office of the County Recorder of Salt Lake County, Utah.

EXECUTED by Declarants on this 5th day of November, 1987.

DECLARANTS:

STONEBRIDGE LAND HOLDING COMPANY

By Oliver A. Grace Jr.
Its President

P&G INVESTMENTS, INC.

By W. C. [Signature]
Its President

STATE OF UTAH NY)
NY : ss.
COUNTY OF SALT LAKE)

On the 5th day of November, 1987, personally appeared before me Oliver A. Grace Jr., who being by me duly sworn, did say that he is the President of Stonebridge Land Holding Company, a Utah corporation, that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said _____ acknowledged to me that said corporation executed the same.

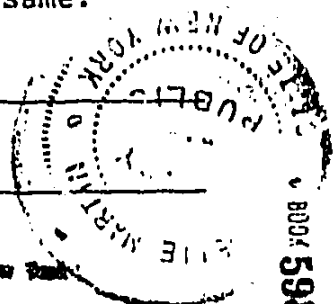
Janette Martin
NOTARY PUBLIC

My Commission Expires:

7-31-88

Residing at: Sx, NY

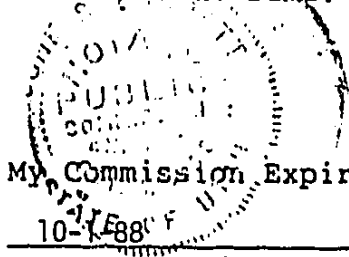
JANETTE MARTIN
Notary Public, State of New York
Nu. 09-1666232
Certified in New York County
Qualified in Bronx County
Commission Expires " " "



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STATE OF UTAH)
)
) SS.
COUNTY OF SALT LAKE)

On the 10th day of November, 1987, personally appeared before me Walter J. Plumb, who being by me duly sworn, did say that he is the President of P&G Investments, Inc., a Utah corporation, that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said Walter J. Plumb acknowledged to me that said corporation executed the same.



June S. Barrett
NOTARY PUBLIC

My Commission Expires:
10-1-88

Residing at: Salt Lake City, UT

270:111786B

The undersigned lenders, having liens on certain of the property attached hereto in Exhibits "A" and "B", hereby consent to and agree that any liens securing obligations owed to them, are subordinate and junior to the covenants, liens and restrictions embodied in this Declaration and the plat for the planned unit development recorded simultaneously herewith.

CROSSLAND MORTGAGE CORPORATION

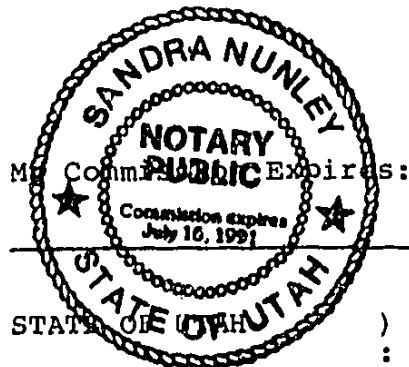
By Donald J. Walle
Its Vice President

TRACY COLLINS BANK & TRUST COMPANY

By Jay Haskell
Jay Haskell
Its Authorized Agent

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

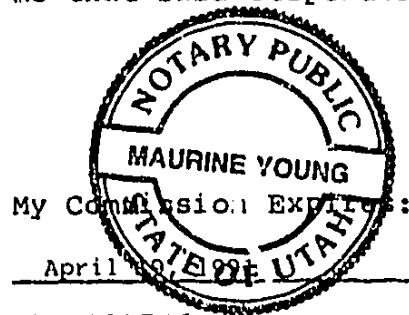
On the 17th day of November, 1987, personally appeared before me Werald Walk, who being by me duly sworn, did say that he is the Vice-President of Crossland Mortgage Corporation, that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said Werald Walk acknowledged to me that said corporation executed the same.



Sandra Nunley
NOTARY PUBLIC
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 12 day of November, 1987, personally appeared before me Jay Haskell, who being by me duly sworn, did say that he is the Authorized Agent of Tracy Collins Bank & Trust Company, that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said Jay Haskell acknowledged to me that said corporation executed the same.



Maurine Young
NOTARY PUBLIC
Residing at: salt Lake City, Utah

270:111786B

EXHIBIT "A"

BEGINNING at the Center of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North $01^{\circ}27'58''$ West 119.703 feet; to a point on a 439.687 foot radius curve; thence to the right along the arc of said curve 129.656 feet through a central angle of $16^{\circ}53'44''$ (chord bears South $82^{\circ}57'47''$ East 129.186 feet); thence South $74^{\circ}30'55''$ East 729.561 feet; thence South $81^{\circ}43'55''$ East 149.914 feet to a point on a 18.500 foot radius curve; thence to the left along the arc of said curve 7.881 feet through a central angle of $24^{\circ}24'34''$ (chord bears South $21^{\circ}47'46''$ West 7.822 feet) to a point on a 59.283 foot radius curve; thence to the right along the arc of said curve 90.537 feet through a central angle of $87^{\circ}30'06''$ (chord bears South $53^{\circ}20'32''$ West 81.992 feet); thence North $82^{\circ}54'26''$ West 45.594 feet to a point on a 238.177 foot radius curve; thence to the left along the arc of said curve 127.298 feet through a central angle of $30^{\circ}37'22''$ (chord bears South $81^{\circ}46'53''$ West 125.788 feet); thence South $66^{\circ}28'12''$ West 48.452 feet to a point on a 603.507 foot radius curve; thence to the right along the arc of said curve 68.637 feet through a central angle of $06^{\circ}30'59''$ (chord bears South $69^{\circ}43'41''$ West 68.600 feet) to a point on a 18.500 foot radius curve; thence to the left along the arc of said curve 27.988 feet through a central angle of $86^{\circ}40'55''$ (chord bears South $29^{\circ}38'43''$ West 25.395 feet) to a point on a 48.046 foot radius curve; thence to the left along the arc of said curve 67.085 feet through a central angle of $80^{\circ}00'00''$ (chord bears South $53^{\circ}41'44''$ East 61.767 feet); thence North $86^{\circ}10'16''$ East 95.750 feet to a point on a 293.978 foot radius curve; thence to the right along the arc of said curve 118.010 feet through a central angle of $23^{\circ}00'00''$ (chord bears South $82^{\circ}11'44''$ East 117.219 feet) to a point on a 178.667 foot radius curve; thence to the left along the arc of said curve 99.787 feet through a central angle of $32^{\circ}00'00''$ (chord bears South $86^{\circ}41'44''$ East 98.495 feet); thence North $77^{\circ}18'16''$ East 24.864 feet to a point on a 338.898 foot radius curve; thence to the right along the arc of said curve 111.877 feet through a central angle of $18^{\circ}54'52''$ (chord bears North $86^{\circ}45'42''$ East 111.370 feet); thence South $08^{\circ}00'00''$ West 29.104 feet to a point on a 359.256 foot radius curve; thence to the left along the arc of said curve 27.853 feet through a central angle of $04^{\circ}26'32''$ (chord bears South $81^{\circ}01'33''$ East 27.846 feet); thence South $15^{\circ}10'00''$ West 5.541 feet; thence North $81^{\circ}01'33''$ West 11.452 feet to a point on a 303.898 foot radius curve; thence to the left along the arc of said curve 114.937 feet through a central angle of $21^{\circ}40'11''$ (chord bears South $88^{\circ}08'21''$ West 114.253 feet); thence South $77^{\circ}18'16''$ West 24.864 feet to a point on a 213.667 foot radius curve; thence to the right along the arc of said curve 119.334 feet through a central angle of $32^{\circ}00'00''$ (chord bears North $86^{\circ}41'44''$ West 117.789 feet) to a point on a 258.878 foot radius curve; thence to the left along the arc of said curve 103.960 feet through a central angle of $23^{\circ}00'00''$ (chord bears North $82^{\circ}11'44''$ West 103.264 feet); thence South $86^{\circ}18'16''$ West 95.750 feet to a point on a 83.046 foot radius curve; thence to the right along the arc of said curve 115.955 feet through a central angle of $80^{\circ}00'00''$ (chord bears North $53^{\circ}41'44''$ West 106.762 feet); thence South $18^{\circ}48'00''$ West 9.890 feet; thence South 376.090 feet; thence North $89^{\circ}41'02''$ West 579.646 feet; thence South 683.299 feet; thence South $89^{\circ}50'31''$ West 456.428 feet; thence North 1327.959 feet to a point on the Southerly right-of-way of the South Fork of Little Cottonwood Canyon Road; thence along the said Southerly right-of-way North $70^{\circ}42'58''$ East 61.558 feet; thence South $00^{\circ}30'15''$ West 28.129 feet; thence North $89^{\circ}50'31''$ East 390.572 feet to the point of BEGINNING.

NORTH PARCEL

BEGINNING at a point that is 116.22 feet South and 1002.20 feet East from the Center of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running; thence South $8^{\circ} 00' 00''$ West 183.81 feet; to a point on a 178.67 foot radius curve (bearing to the center of curve bears North $12^{\circ} 41' 44''$ West) thence 99.79 feet along the arc of said curve (chord bearing bears North $86^{\circ} 41' 44''$ West); to a point on a 293.98 foot radius curve (bearing to the center of curve bears South $19^{\circ} 18' 16''$ West) thence 118.01 feet along the arc of said curve (chord bearing bears North $82^{\circ} 11' 44''$ West); thence South $86^{\circ} 18' 16''$ West 95.75 feet; to a point on a 48.05 foot radius curve (bearing to the center of curve bears North $3^{\circ} 41' 44''$ West) thence 67.09 feet along the arc of said curve (chord bearing bears North $53^{\circ} 41' 44''$ West); to a point on a 18.50 foot radius curve (bearing to the center of curve bears North $76^{\circ} 18' 16''$ East) thence 27.99 feet along the arc of said curve (chord bearing bears North $29^{\circ} 38' 43''$ East); to a point on a 603.51 foot radius curve (bearing to the center of curve bears North $17^{\circ} 00' 49''$ West) thence 68.64 feet along the arc of said curve (chord bearing bears North $69^{\circ} 43' 41''$ East); thence North $66^{\circ} 28' 12''$ East 48.45 feet; to a point on a 238.18 foot radius curve (bearing to the center of curve bears South $23^{\circ} 31' 48''$ East) thence 127.30 feet along the arc of said curve (chord bearing bears North $81^{\circ} 46' 53''$ East); thence South $82^{\circ} 54' 26''$ East 45.59 feet; to a point on a 59.28 foot radius curve (bearing to the center of curve bears North $7^{\circ} 05' 34''$ East) thence 90.54 feet along the arc of said curve (chord bearing bears North $53^{\circ} 20' 32''$ East); to a point on a 18.50 foot radius curve (bearing to the center of curve bears South $80^{\circ} 24' 31''$ East) thence 7.88 feet along the arc of said curve (chord bearing bears North $21^{\circ} 47' 46''$ East); thence South $81^{\circ} 43' 55''$ East 25.89 feet to the point of beginning. Contains area of 40823.314 sq ft or 0.93717 acres. Basis of Bearing is the Center Section Line from the Center of Section 12 to the East Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian. Center Section Line bears North $89^{\circ} 14' 29''$ East.

SOUTH PARCEL

BEGINNING at a point that is 325.00 feet South and 1134.07 feet East from the Center of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running; thence South 15° 10' 00" West 328.94 feet; thence North 89° 41' 02" West 468.38 feet; thence North 376.00 feet; thence North 18° 48' 00" East 9.89 feet; to a point on a 83.05 foot radius curve (bearing to the center of curve bears North 76° 18' 16" East) thence 115.95 feet along the arc of said curve (chord bearing bears South 53° 41' 44" East); thence North 86° 18' 16" East 95.75 feet; to a point on a 258.98 foot radius curve (bearing to the center of curve bears South 3° 41' 44" East) thence 103.96 feet along the arc of said curve (chord bearing bears South 82° 11' 44" East); to a point on a 213.67 foot radius curve (bearing to the center of curve bears North 19° 18' 16" East) thence 119.33 feet along the arc of said curve (chord bearing bears South 86° 41' 44" East); thence North 77° 18' 16" East 24.86 feet; to a point on a 303.90 foot radius curve (bearing to the center of curve bears South 12° 41' 44" East) thence 114.94 feet along the arc of said curve (chord bearing bears North 88° 08' 21" East); thence South 81° 01' 33" East 11.45 feet to the point of beginning. Contains area of 165075.213 sq ft or 3.78961 acres. Basis of Bearing is the Center Section Line from the Center of Section 12 to the East Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian. Center Section Line bears North 89 14' 29" East.