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THIRD AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS
& RESTRICTIONS OF BLACKROCK

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AND RESTRICTIONS OF BLACKROCK

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THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS OF BLACKROCK

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLACKROCK is made pursuant to Article 11, Section 11.4, and executed this 8TH day of June, 2005, AND AMENDS THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLACKROCK, recorded December 13, 2002, as Entry No. 00457576, in Book 142, at Pages 142-183, records of Iron County, and affects the property described in Exhibit A, which is attached hereto.

RECITALS

Declarant is the Owner of certain real property (the "properties") in Cedar City, Iron County, Utah, which is more particularly described below.

Declarant will convey the properties subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth.

It is the desire and intention of Declarant to construct Townhomes and sell and convey the same to various purchasers, and to convey common area to an Association in which the Townhome Owners will be members.

DECLARATION

Declarant hereby declares that all of the properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Map recorded concurrently. This is for the purpose of protecting the value and desirability of the properties. This Declaration and the Map shall be construed as covenants of equitable servitude; shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

The Properties are located in Cedar City, Iron county, Utah and are described as:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.

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ARTICLE 1 - DEFINITIONS

The following definitions control this Declaration. These terms, though defined, are generally not capitalized in the Declaration.

Section 1.1 Declaration means this instrument, and any amendments.

Section 1.2 Plat or Map means the subdivision plat recorded herewith entitled "Amended Plat of Blackrock Planned Unit Development (PUD) Phase I", consisting of one sheet, prepared and certified by Robert B. Platt, a Utah Registered Land Surveyor" or any replacements thereof, or additions thereto.

Section 1.3. Property or Properties means that certain real property hereinbefore described, and such additions thereto as may hereafter be subjected to this Declaration.

Section 1.4. Common Area means that portion of property owned by the Association, shown on the plat as dedicated to the common use and enjoyment of the Owners.

Section 1.5. Limited Common Area means that portion of property, if any, owned by the Association, shown on the plat as dedicated to the exclusive use and enjoyment of the Owner of the Lot to which such limited common area is adjacent and/or appurtenant. Limited Common area is subject to rights of the Association set forth in this Declaration.

Section 1.6. Lot means a separately numbered and individually described plot of land shown on the plat designated as a Lot for private Ownership, but specifically excludes the common and limited common areas.

Section 1.7. Townhome means a single family dwelling with or without walls or roofs in common with other single family dwelling Lots. When the term "Townhome" is used, it includes fee title to the real property lying directly beneath the single family dwelling, within Lot boundary lines. This, however, is not all the Lot in some instances as there may be boundary outside the Townhome walls.

Section 1.8. Owner means the entity, person, or group of persons owning fee simple title to any Lot which is within the properties. Regardless of the number of parties participating in Ownership of each Lot, the group of those parties shall be treated as one "Owner".

Section 1.9. Association means Blackrock Owners Association, its successors and assigns.

Section 1.10. Member means every person or entity who holds membership in the Association. Every member is an Owner, and every Owner is a member.

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Section 1.11. Trustees means the governing body of the Association.

Section 1.12. Declarant means West Hills, L.L.C., and the Declarant's heirs, successors and assigns.

Section 1.13. Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary".

ARTICLE 2 - PROPERTY RIGHTS

Section 2.1. Title to the Common Area. The Declarant will convey fee simple title to the common are and limited Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, but subject to this Declaration, and easements and rights-of-way of record. In accepting the deed, the Association will covenant to fulfill all the terms of this Declaration, to maintain the Common Area in good repair and condition at all times and to operate the Common Area at its own expense in accordance with high standards.

Section 2.2 Owners' Easements of Enjoyment. Every Owner has a right and easement of use and enjoyment in and to the Common Area. This easement is appurtenant to and passes with the title to every Lot, subject to:

- (a) The right of the Association to charge reasonable admission, use, service and other fees for the use of any service or recreational storage, or parking facility situated upon the Common Area. No fees shall be charged for parking specifically designated on the plat as appurtenant to a Lot.
- (b) The right of the Association to limit the number of guests of members using the Common Area.
- (c) The right of the Association to suspend the voting rights and/or any common utility services provided by the Association of a member for any period during which any assessment or portion thereof against his Lot remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (d) The right of the Association to enter into agreements or leases which provide for use of the Common Areas and facilities by a similar Association in consideration for use of the Common Areas and facilities of the other Association, or for cash consideration;
- (e) The right of the Association with the approval of sixty-seven percent (67%) of each class of Owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority or utility.
- (f) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association;

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- (g) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.
- (h) The terms and conditions of this Declaration;
- (i) The right of the Association, through its Trustees, to adopt rules and regulations concerning use of the Common Area.

Section 2.3. Limited Common Area. A Lot Owner is entitled to the exclusive use of the limited Common Area, if any, adjacent and appurtenant thereto, if any, and to exclusive use of the parking area, if any, designated with his Lot number on the plat. The Association, through its Trustees, may adopt rules and regulations concerning use of the limited Common Area. Limited Common Area is subject to the rights of the Association set forth in this Declaration.

Section 2.4. Delegation of Use. An Owner is deemed to delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. No one who is non-resident shall have any such delegable right of enjoyment.

Section 2.5. Damage. Blackrock Owners Association shall be responsible for care and maintenance of the Common Areas and improvements thereon. Any damage caused to a Lot, Townhome or the Common Areas and improvements by any Lot Owner and/or their agents, guests or invitees, must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the Lot Owner.

Section 2.6. Rules. The Board of Trustees shall have the authority to promulgate rules and regulations for the governance of the Properties, and persons within the Properties. These rules of the Association shall be compiled and copies shall be made available by the Trustees for inspection and copying.

Section 2.7. Lot. Each Lot is owned in fee simple by the Owner. However, area within the surveyed Lot boundaries but outside the Townhome walls even though part of the Lot and owned in fee simple by the Owner shall be treated as limited Common Area for use purposes, and as exterior area for maintenance purposes. The purpose of laying out a Lot larger than the Townhome is to allow flexibility in the original Townhome construction. After the initial construction on a Lot, subsequent construction, if any, must conform to the location of the original construction.

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ARTICLE 3 - MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Owner is a member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot Ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

Section 3.2. Voting Rights. The Association has two classes of voting membership:

CLASS A. Class A members are all members including the Declarant. Declarant shall be entitled to three (3) votes for each Lot owned. Class A members, other than Declarant, shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot, the group of such persons and/or entities shall be a member. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot having more than one Owner. A vote cast at any association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

CLASS B. The Class B member is the Declarant. The Class B member is entitled to three (3) votes for each Lot owned. The Class B membership will cease upon the happening of either of the following events, whichever occurs earlier:

(a) upon conveyance of seventy-five percent (75%) of the Lots subject to this Declaration to purchasers; or

(b) the expiration of seven (7) years from the first Lot conveyance to a purchaser. In the case of expansion (as provided under the Declaration) which occurs while the Declarant has Class B membership, the Declarant's memberships appurtenant to the Lots in the expansion area shall be Class B memberships.

ARTICLE 4 - FINANCES AND OPERATIONS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and each subsequent Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (3) any other amount or assessment levied or charged by the Association or Board of Trustees pursuant to this Declaration, and (4) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is

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charged. Additionally, the person who was the Owner of such property at the time when the assessment fell due shall remain personally liable.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used (a) for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties; and (b) for the improvement and maintenance of properties, services, and facilities devoted to this purpose. The assessments must provide for but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the common and limited Common Areas; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of those common and limited Common Areas which must be replaced on a periodic basis; snow removal in the Common and Limited Common Areas, if any, as hereinafter outlined; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. The assessments, for each Lot with a structure thereon, may provide, at the discretion of the Trustees, for the payment of other charges including (without limitation) maintenance, management, utility, cable television, trash collection, sewer and water charges.

Section 4.3. Maximum Annual Assessment. Until January 1, following recording of this Declaration, the maximum annual assessment shall be Six Hundred Sixty Dollars (\$660.00) per Lot. This amount shall be the basis of calculation for future maximum annual assessments.

(a) From and after the date referred to above the maximum annual assessment shall be increased each year by five percent (5%) above the maximum assessment for the previous year, without a vote of the membership.

(b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of each class of members, voting in person or by proxy, at a meeting duly called for this purpose.

The actual general assessment need not increase annually. The Board shall set the actual general annual assessment on an annual basis. Notice shall be given to each Owner as provided in Section 4.8. The Board must set the actual general assessment to be an amount at or less than the Maximum Annual Assessment.

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of common or limited Common Area structures, fixtures and personal property related thereto. Special assessments must have the assent of sixty-seven percent (67%) of the votes of each class of the members authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

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Section 4.5. Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other common or limited Common Areas from the activities of the City of Cedar in maintaining, repairing or replacing the City's utility lines or facilities thereon. It is acknowledged that the Ownership of said utility lines, underground or otherwise, is in the City up to and including the meters for individual unites, and that they are installed and shall be maintained to City specifications.

Section 4.6 Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of all members called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.7. Uniform Rate of Assessment; Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot without a structure thereon, and another uniform rate for each Lot with a structure thereon. The uniform rate for each Lot without a structure thereon shall be thirty percent (30%) of the uniform rate set for each Lot with a structure thereon. No assessments shall accrue against the Declarant so long as the Declarant has Class B membership on the condition that the Declarant shall fund any fiscal deficiency in the operations of the Association until the termination of Class B Membership.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine."

Section 4.8. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence to accrue on the first day of the month following conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

At least thirty (30) days prior to the commencement of each new assessment period, the Trustees shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment.

In the absence of a determination by the Trustees as to the amount of said assessment, the annual assessment shall be an amount equal to 90% of the maximum annual assessment determined as provided above.

The assessment due dates shall be established by the Trustees. The Trustees may provide for the payment of annual and special assessments in equal installments throughout the assessment year.

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The Trustees shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 4.9. Effect of Non-Payment of Assessment - Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Trustees shall determine appropriate) until paid. In addition, the Trustees may assess a late fee for each delinquent installment which shall not exceed ten percent (10%) of the installment.

The Trustees may, in the name of the Association, (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any collection activity including, but not limited to, interest as provided herein, collection agency costs of up to 50% of the delinquent amount due, cost of sale or foreclosure, and reasonable attorneys' fee. Additionally, the reasonable rental for the Lot shall be due and owing from the time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 4.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender or insured by the Federal Housing Administration or the Veterans Administration if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer,

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however, shall relieve a Lot or Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

Section 4.11. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

ARTICLE 5 - INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Trustees shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Trustees may elect to obtain and continue in affect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Trustees deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Townhomes including the structural portions and fixtures thereof. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to the Townhomes shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

Section 5.2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Lot Owner.

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In the event that the Association is maintaining blanket casualty and fire insurance on the Townhomes, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Trustees are empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each Owner for this purpose.

Section 5.3. Liability Insurance. The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the common and limited common property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 5.4. Fidelity Insurance. The Trustees may elect to obtain fidelity coverage against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or members. In procuring fidelity insurance the Trustees shall seek a policy which shall (1) name the Association as obligee or beneficiary, plus (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee".

Section 5.5. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

ARTICLE 6 - ARCHITECTURAL CONTROL COMMITTEE

The Declarant shall not be required to comply with the provisions of this Article in the initial construction of the Properties. The Declarant shall fulfill all functions of the Architectural Control Committee under this Declaration until the Declarant expressly surrenders this right by written instrument, or until every Lot in the Properties (including all expansion area) has a home constructed on it. In order to ensure the architectural harmony of the Properties, Quantum shall be the sole contractor and constructor of homes on the Properties. This exclusive right to construct homes may be assigned by express written instrument of the Declarant herein.

No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration to any Lot or home be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have

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been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Trustees or, if such a committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this **Article** will be deemed to have been made.

Without the prior written approval of at least sixty-seven percent (67%) of each class of Owners, neither the Association nor the Architectural Control Committee shall have the power, by act or omission, to change, waive or abandon any plan, scheme or regulations pertaining to the architectural design or the exterior appearance or maintenance of homes and Lots, including the black roof material, and the maintenance of the common and limited Common Areas, including walls, fences, driveways, lawns and planting.

ARTICLE 7 - EXTERIOR MAINTENANCE

Section 7.1. Exterior Maintenance by Owner. Each Owner shall be responsible for maintenance to the exterior of the Townhome owned and for snow removal on the driveway and sidewalk associated with their Lot. There shall be no change in the initial color scheme of the Townhome. The Trustees shall, however, in the default of the Owner to perform maintenance which is the Owner's responsibility, and after a two-thirds (2/3) vote, and after ten days written notice (which notice shall not be required in the event of emergency or threat of life, health, property or safety), provide exterior maintenance upon each Townhome. The cost of such maintenance shall be assessed against the Lot or Townhome.

Section 7.2. Exterior Maintenance by Association. The Association shall be responsible for maintenance and improvement upon the Common Area, any Limited Common Area, and the area of any Lot outside the walls of the Townhome which is of the same character as surrounding common or limited Common Area. The cost of such maintenance shall be a common expense.

Section 7.3. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or any limited Common Area at reasonable hours.

ARTICLE 8 - USE RESTRICTIONS

Section 8.1. Construction, Business and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction and sale of Lots during the period of construction and sale of said Lots and upon such portion of the premises as Declarant deems necessary including but not limited to a business office, storage areas, construction yard, signs,

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model units and sales offices. As part of the overall program of development of the properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

Section 8.2. General Use Restrictions. All of the properties which are subject to this Declaration, are hereby restricted to residential dwellings, and buildings in connection therewith, including but not limited to community buildings on the common property. All buildings or structures erected in the properties shall be of new construction and no buildings or structures shall be removed from other locations to the properties. After the initial construction on a Lot, no subsequent building or structure, including but not limited to pet runs and enclosures, shall be built on that Lot. No building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn or other outbuilding, or swings, slides or other playground equipment, shall be placed or used on any Lot at any time.

Section 8.3. Signs; Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

Section 8.4. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

Section 8.5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. No pet runs or enclosures are allowed on any Lot. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to Lot Owners. All pets must be kept in the Townhome or on a leash when in the Common Areas. This provision may be made more restrictive by Rule of the Association.

Section 8.6. Use of Common Area. Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any of said Common Area, other than as permitted in this Declaration of Covenants or as may be allowed by the Trustees. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of

all Owners of Lots in the properties and is necessary for the protection of the interests of all said Owners in and to the Common Area.

As part of the overall program of development of the properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

Section 8.7. Parking. No motor vehicle which is inoperable shall be allowed within the Properties, and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the Owner's expense. Each Townhome will have an enclosed two car garage, with a driveway capable of accommodating two (2) motor vehicles, which shall be the only parking available to the Owner and the families, guests and invitees of each Owner of each respective Townhome. Recreational vehicles, boats, travel trailers and similar property may not be parked within the Properties unless permitted by rule of the Association. There shall be no parking on any street having less than 35' width.

Section 8.8. Planting and Gardening. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Trustees.

Section 8.9. External Apparatus. No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or

placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Trustees.

Section 8.10. Exterior Television or Other Antennas. No exterior radio or other antennas, except one satellite dish which shall not exceed 36 inches in diameter, per Lot, shall be placed, or allowed or maintained upon any Lot or upon any structure or portion of the improvements situated and located upon the properties without prior written approval of the Trustees.

Section 8.11. Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Section 8.12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the properties of any Lot. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the properties or any Lot.

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Section 8.13. Interior Utilities. All utilities, fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

Section 8.14. Leases. Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. Further, the number of units available for rent or lease shall not exceed 30 percent (30%) of the total livable units in the development.

Section 8.15. Lighting. Each Townhome shall have two 25 watt security lights on either side of the garage door, operated by photocell. The Association shall maintain these lights and bulbs, but Owners shall pay for electricity for the operation of the lights.

ARTICLE 9 - EXPANSION

Declarant reserves the right, at its sole election, to expand the Properties to include additional property more particularly described below by unilateral action of Declarant without the consent of Owners, but subject to applicable requirements of the Federal Housing Administration or Veterans Administration, for a period of seven (7) years from the date of recording of this Declaration in the office of the Iron County Recorder, County of Iron, State of Utah.

The property, all or part of which may be included in one or more expansions, is located in Iron County, Utah, and includes any land within one-half mile of the Property.

Expansion shall occur by the Declarant filing:

1. an additional subdivision plat or plats creating additional planned unit developments on the property described above, stating on each plat the intention to have the property described on said plat bound by the terms, covenants and conditions of this Declaration upon the filing of a Declaration of Annexation and

2. a Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Declarant's intention to have the area described therein subject to this Declaration and, if required, that Federal Housing Administration or Veterans Administration approval has been given. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration.

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Any additional properties annexed hereto by the Declarant shall be exclusively for residential single family dwellings, architecturally compatible to the existing Townhomes, similar to the Townhomes already constructed, constructed out of similar materials, with similar Lot size. The maximum number of Lots to be added shall be 400. The Declarant shall have the sole discretion as to development of the Common Area in any expansion area and may include any facilities or amenities thereon that Declarant deems necessary and such Common Areas shall be owned by the Association.

The Common Area and limited Common Area in such area shall be deeded by the Declarant to the Association, free and clear of all encumbrances and liens, prior to the recordation of the Declaration of Annexation and the Association shall accept the deed to said areas. Owners in the original expansion areas shall have the same rights to the use and enjoyment of the property and facilities of the Association. If, at the time of the expansion, the Declarant has Class B Ownership status, that status shall extend to all Lots in the expansion area. Otherwise, Owners in the original and expansion areas shall all have equal membership status in the Association. The liability for assessments of each Lot and Lot Owner in any expansion area shall be equal to the liability of each Lot and Lot Owner in the original properties.

ARTICLE 10 - EASEMENTS

Section 10.1. Encroachments. Each Lot and the property included in the common and limited Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of the same, so long as it stands, shall and does exist. In the event the structure containing Lots is partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Lots or common or limited Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 10.2. Utilities. There is hereby created a blanket easement upon, across, over and under all of the properties for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties in such a way as to unreasonably encroach upon or limit the use of the Common Area or limited Common Area or any structure thereon. In the initial exercise of easement rights under this Section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered

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by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

Declarant reserves the right to convey to itself and to other adjoining landowners, easements for roadway and utility use in the common and limited Common Areas, and the right to connect to and use roadways and utilities owned or controlled by the Association or serving the Properties. The Declarant reserves the right to execute agreement(s) which may confer on itself or adjacent landowners or Owners associations the right to use common and limited Common Areas and common facilities, including (without limitation) recreational facilities.

Section 10.3. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and common and limited Common Area in the performance of their duties.

Section 10.4. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the common and limited Common Areas and any Lot to perform the duties of maintenance and repair.

Section 10.5. Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE 11 - GENERAL PROVISIONS

Section 11.1. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee. The Trustees may levy a fine or penalty not to exceed 10% of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing.

Section 11.2. Severability. All of said conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become

unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 11.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 11.4. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of each class of members. Any amendment must be properly recorded in the records of Iron County, Utah, to become effective.

Notwithstanding the foregoing, the Declarant reserves the right for so long as he shall have Class B membership status, to unilaterally amend the Declaration to comply with City, State or other laws, or regulations or requirements of holders, insurers, or guarantors of first mortgages, subject to compliance with applicable guidelines of the Federal Housing Administration or Veterans Administration.

Section 11.5. Complaints by Owners of the Association. Any complaint which an Owner may have regarding any violation of the provisions of the Articles, Bylaws or Declaration of Covenants, Conditions and Restrictions for Blackrock shall be made in writing to the Owners Association.

Section 11.6. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last know address of the person who is entitled to receive it.

Section 11.7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11.8. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 11.9. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

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ARTICLE 12 - ASSIGNMENT OF POWERS

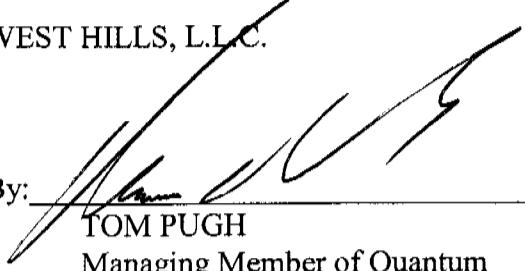
Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10 day of June, 2005.

DECLARANT:

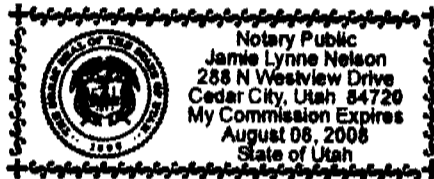
WEST HILLS, L.L.C.

By: _____

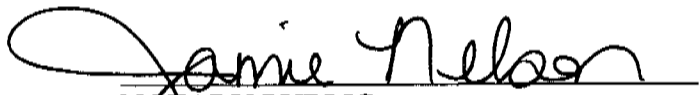


TOM PUGH
Managing Member of Quantum
Capital Investments, LC (Managing
Member of West Hills, L.L.C.)

STATE OF UTAH)
 :SS.
COUNTY OF IRON)



On this 10 day of June, 2005, before me personally appeared Tom Pugh, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Managing Member of Quantum Capital Investments, LC, which is the Managing Member of West Hills, L.L.C., a Utah limited liability company and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its state purpose.


NOTARY PUBLIC

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EXHIBIT
A

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PHASE I

BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4 SE1/4 OF SECTION 9, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE S. 89°47'45" W. ALONG THE 1/16 LINE 330.90 FEET, THENCE N. 0°09'00" W. 657.68 FEET, THENCE N. 31°08'36" E. 298.21 FEET TO THE TRUE POINT OF BEGINNING, THENCE N. 31°08'36" E. 194.19 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE NO. 56, THENCE AROUND THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5666.65 FEET A DISTANCE OF 598.35 FEET (THE CHORD OF SAID CURVE BEARS S. 74°31'19" E. 598.07 FEET, DELTA EQUALS 6°03'00"), THENCE S. 22°26'35" E. ALONG THE EAST LINE OF BEACON DRIVE 41.73 FEET TO A POINT OF CURVE, THENCE AROUND THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 126.63 FEET (THE CHORD OF SAID CURVE BEARS S. 1°06'16" W. 123.72 FEET, DELTA EQUALS 42°40'38"), THENCE S. 69°41'24" W. 157.41 FEET, THENCE N. 14°51'35" W. 62.70 FEET, THENCE N. 88°00'43" W. 117.63 FEET, THENCE AROUND THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 324.00 FEET A DISTANCE OF 32.11 FEET (THE CHORD OF SAID CURVE BEARS N. 4°49'37" E. 32.10 FEET, DELTA EQUALS 5°40'42"), THENCE N. 82°20'02" W. 91.33 FEET, THENCE N. 74°37'03" W. 103.06 FEET, THENCE N. 58°51'24" W. 73.01 FEET, THENCE S. 31°08'36" W. 34.86 FEET, THENCE N. 58°51'24" W. 128.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 3.08 ACRES OF LAND.

NOW KNOWN AS BLACKROCK PLANNED UNIT DEVELOPMENT Lots 1-15.

PHASE II (Safe Harbor)

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NW1/4SE1/4 OF SECTION 9, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, WHICH IS SITUATED N, 89°47'45"E. 177.80 FEET FROM THE SOUTHWEST CORNER OF SAID NW1/4SE1/4, THENCE ALONG THE EASTERLY BOUNDARY OF SAFE HARBOR AT BLACK ROCK PLANNED UNIT DEVELOPMENT AS FOLLOWS: N, 7°21'00" W, 100.00 FEET, N. 44°11'28" E. 106.59 FEET, N. 1°53'06" E. 73.77 FEET, N. 36°18'49" W. 44.42 FEET, N. 37°12'13" E. 358.14 FEET, THENCE S. 64°08'06" E. 384.94 FEET, THENCE S. 25°51'54" W. 40.00 FEET, THENCE S. 64°08'06" E. 72.42 FEET, THENCE AROUND THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 49.64 FEET A DISTANCE OF 74.63 FEET (THE CHORD OF SAID CURVE BEARS S. 21°04'03" E. 67.79 FEET), THENCE S. 22°00'00" W. 40.88 FEET, THENCE S. 68°00'00" E, 105.00 FEET, THENCE S. 22°00'00" W. 30.00 FEET, THENCE N. 68°00'00" W. 105.00 FEET, THENCE S. 22°00'00" W. 219.90 FEET TO THE 1/16 LINE, THENCE S. 89°47'45" W. ALONG THE 1/16 LINE 563.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.34 ACRES OF LAND.

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