

**When Recorded Return to:
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321 East State Street
American Fork, Utah 84003**

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WINTER HAVEN AT TRAVERSE MOUNTAIN**

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WINTER HAVEN AT TRAVERSE MOUNTAIN**

This Declaration of Covenants, Conditions, Restrictions and Easements for Winter Haven at Traverse Mountain (hereafter this "Declaration") is made as of the 26 day of April, 2006, by J. Ballard Homes, Inc., a Utah corporation, Utah Winter Haven L.L.C., a California limited liability company and Americraft Homes, Inc., a Utah corporation (hereafter collectively the "Declarant").

**ARTICLE I
RECITALS**

WHEREAS, the Declarant is the owner of certain land situated in the City of Lehi, County of Utah, State of Utah, more particularly described on the attached Exhibit A (hereafter the "Property" or "Subdivision"):

WHEREAS, the Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in this Declaration to: (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Property consistent with a general plan approach, and (iii) create a residential development of high quality; and

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Property and the non-profit association of Owners to be created until such time as the Owners take over the management functions through the Association upon conveyance of the last lot in the Subdivision and in accordance with the management transfer conditions more particularly set forth in this Declaration.

**ARTICLE II
DECLARATION**

The Declarant hereby submits the Property to the provisions of this Declaration and declares that the Property and each lot, tract or parcel thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes (hereafter collectively called "Covenants and Restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the subdivision, protection, maintenance, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The Covenants and Restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property and any Lot therein; and shall inure to the benefit of and be

binding upon the Declarant and its successors-in-interest, and may be enforced by the Declarant, or by any Owner, or by the Association (as hereafter defined), or by the Architectural Control Committee on behalf of the Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Property in accordance with the plan therefore as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Lot in the Subdivision. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

In the event of any conflicts between the provisions of this Declaration and the requirements of the applicable ordinances of the City of Lehi, Utah or any municipality which may annex any portion of said project (as to that portion or portions), the more restrictive provisions shall control.

ARTICLE III DEFINITIONS

As used in this Declaration, unless otherwise specified or unless the context otherwise requires, the following words and phrases shall be defined as follows:

1. ACC: The Architectural Control Committee for the Subdivision.
2. ACC Rules/ACC Standards: The written rules and standards developed and adopted, initially by the Declarant and, subsequently by the ACC pursuant to the powers granted under Article X hereof, as amended from time to time. Such ACC Rules/ACC Standards shall be developed and contain rules and standards which will promote both high quality architectural, design, engineering and building standards while incorporating a reasonable degree of variety and flexibility and maintaining an overall design and conceptual consistency congruent with a planned community concept.
3. Annexation: The process by which additional tracts or parcels of land, including platted lots improved with single family dwellings, not initially a part of the Property are made subject to this Declaration.
4. ARC: The Aesthetic Review Committee created pursuant to Article IV of the Master Declaration.
5. Assessment: A payment required of Association members, including Regular, Special or Limited Assessments as provided in this Declaration.

6. Association: The Utah non-profit corporation organized by the Declarant known as the Winter Haven at Traverse Mountain Owners Association, Inc. and existing for the purpose of providing self-government for the Property as set forth in this Declaration.

7. Basement: Any living area which is more than 4 feet below the average adjacent grade.

8. Board: The duly elected and qualified Board of Directors of the Association.

9. Building: A structure constructed on a Lot on a temporary or permanent basis. Unless specified to the contrary, a Building shall include all other appurtenances and improvements thereto or used in connection therewith.

10. Bylaws: The Bylaws of the Association, including any amendments thereto duly adopted.

11. City: City of Lehi.

12. County: Utah County, State of Utah.

13. Declaration: This instrument as it may be amended from time to time.

14. Development: The project to be undertaken by the Declarant resulting in the improvement of the Subdivision or any additional property annexed hereunder.

15. Association Maintenance Areas: Those areas of a Lot on the publicly visible side of any Building or fence regardless of location in front, to the side or at the back of a Lot together with the park strip located within the public right of way as shown on the Plat.

16. Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, driveways, storm drains, water systems, sprinkler pipes, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, recreational equipment, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

17. Initial Construction: The first construction of permanent Improvements on a Lot.

18. Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Subdivision, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a prohibited condition or to cure an Owner's breach hereunder.

19. Lot: A portion of the Property which is a legally described tract or parcel of land within the Subdivision or which is designated as a Lot on any recorded subdivision plat relating to the Property.

20. Master Declaration: The Master Declaration Of Covenants, Conditions, Restrictions And Reservation Of Easements For Traverse Mountain A Master Planned Community recorded 31 August 2001 as Entry Number 88405:2001 as amended by that

Amendment thereto recorded 2 July 2004 as Entry Number 76498:2004 and as the same may be subsequently amended pursuant to the original terms thereof.

21. Member: Any person(s) who is/are an Owner of a Lot within the Subdivision.
22. Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.
23. Owner: A person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such mortgagee or other security holder by purchase at foreclosure sale or otherwise.
24. Plat: A final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Utah County, Utah, as the same may be amended by duly recorded amendments thereto.
25. Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.
26. Special Assessment: An assessment levied by the Association other than a Regular or Limited Assessment.
27. Subdivision: The whole of the Property and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "Property").
28. Subdivision Plan: Shall mean the development plan for the Property (as amended and expanded from time to time to include additional property annexed to the Subdivision and to accommodate reasonable variations from the original master concepts for subdivisions within the Property and to meet the requirements of governmental authorities having jurisdiction over the development of the Property), which development plan has been created by the Declarant, reviewed by and conceptually accepted by appropriate governmental authorities and includes a single-family, cluster residence subdivision combined with certain recreational and open-space uses. Modification of the Master Plan shall be within the sole discretion of the Declarant subject to the requirement that any such modifications shall not result in a material inconsistency in property use or material departure from the overall master plan and conceptualization of the overall community encompassed by the Subdivision.

ARTICLE IV PURPOSE

The Property is hereby made subject to the Covenants and Restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors-in-interest and assigns, to insure the proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) Enforcing quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements;
- (b) Preventing the erection in the Subdivision of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction;
- (c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function;
- (d) Securing and maintaining proper set-backs from streets and open areas in the Subdivision and adequate free spaces between Improvements;
- (e) Integrating the development of the different Lots by setting common general standards consistent with the ACC Rules/ACC Standards existing from time to time;
- (f) Encouraging attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem;
- (g) Taking advantage of and utilizing, for purposes of promoting all of the foregoing and further enhancing the value and quality of each Owner's and each Occupant's interest in the Subdivision or in any Lot or Lots therein, a planned residential community concept accommodating a diversity of residential designs with a common and harmonious community plan;
- (h) Providing certain facilities, services and other benefits to the Owners including without limitation yard care and snow removal services for the Association Maintenance Areas of the Lots;
- (i) Administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby;
- (j) Levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto and other documents imposing obligations on the Lots;
- (k) Taking any action that it deems necessary or appropriate to protect the interests and general welfare of Owners; and

- (l) Any other purpose permitted by law.

As used hereafter, "Project Objectives" shall mean the foregoing specified purposes. Each purpose specified herein is an independent purpose and is not to be restricted by reference to or inference from the terms of any other purpose.

ARTICLE V PERMITTED USES AND PERFORMANCE STANDARDS

1. **Use.** Lots shall be used only for single family residential purposes and such uses as are customarily incidental thereto.
2. **Buildings.** The Plan contemplates that no Lot shall be improved except with one (1) dwelling unit. Each detached dwelling unit shall have an attached or fully enclosed garage. No parking pads shall be allowed. The minimum square footage requirements for detached dwelling units (excluding basements) within the Subdivision shall be 1,200 square feet.
3. **Approval of Use and Plans.** The overall architectural style and detailing of each Improvement (including each Building) and the associated landscaping and site use is subject to ACC review and approval. Extraordinarily stylized or unique building shapes, or styles, such as geodesic domes, A-Frames, or cubic block homes are prohibited. The determination of whether or not a proposed Building is within this prohibited category of unique building styles shall rest with the ACC and such determinations shall be made in the sole and absolute discretion of the ACC; provided, that in making such determination, the ACC may consult with Owners of Lots in the immediate surrounding area of the Lot where the subject Building is proposed. No Initial Construction, including any site preparation or excavation of the Lot or other preparatory construction of Improvements for such Initial Construction shall be undertaken, built, constructed, erected or placed on a Lot unless and until the plans, specifications and site plan therefor have been reviewed in advance and approved by the ACC in accordance with the provisions of Article X, below. After Initial Construction, no other work of construction, excavation, or alteration to the exterior of Improvements on a Lot shall be undertaken without obtaining the same advance approvals as are required with respect to Initial Construction. Except with respect to work being performed by Declarant, two sets of site, building, elevations, fencing, and landscaping plans shall be submitted to the ACC for approval.
4. **Prohibited Buildings/Uses.** No trailer or other vehicle, tent, shack, garage, accessory building or out-building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done or any use made thereon or thereof which maybe or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. Nothing herein is intended to prohibit Declarant from placing a construction and/or sales trailer on a Lot or making reasonable use of construction equipment or otherwise undertaking efforts to develop the Subdivision.
5. **Antennae.** No exterior radio antennae, television antennae or other antennae, including a satellite dishes larger than 24 inches, shall be erected or maintained on a Lot without the prior written approval of the ACC which may be denied or conditioned in the absolute discretion of the ACC.

6. **Public Rights of Way and Public and Private Easements.** Various public rights of way, public easements and private easements as hereinafter described, have been or are hereby reserved for the use and benefit of the Declarant and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association and/or the City, and their respective successors and assigns, for the purposes incident to such use, development and maintenance of the Property, in conformance with the following:

- (a) The public right of ways, public easements and private easements include the following as expressly granted or reserved herein or in such other documents of record with respect to the Property at the time this Declaration is recorded:
 - (i) All streets and other public areas shown on the Plat, including without limitation, street right of ways (56 feet in width), public utility easements (10 feet in width) running through the Association Maintenance Areas of the Lots and those open spaces all as more particularly shown and described on the Plat and which have therein been dedicated for perpetual use of the public.
 - (ii) The private "T. M. Utility" easement (2 feet in width) running through the Association Maintenance Areas of the Lots as more particularly shown and described on the Plat reserved for the use of those private utilities and telecommunications providers authorized by subdivider, Mountain Home Development, its successors and assigns.
 - (iii) An easement running in favor of Declarant and its agents, employees or independent contractors, to enter upon any portion of the Project for the purposes of constructing or installing Improvements.
 - (iv) Reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and any property owned by the Association and/or the City adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements including fences constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.
 - (v) A blanket easement for drainage of ground water on, over and across the Property. No Owner shall obstruct, divert, alter or interfere in any way with the drainage of water upon, across or over any portion of the Property to the detriment of any other Owner. Each Owner shall, at its own expense, maintain the drainage ways and channels on his Lot in proper condition free from obstruction.

- (vi) Easements running in favor of the Association for the purpose of maintaining the Association Maintenance Areas as provided in Article VI below.
- (b) Except for the easements provided for in Article V, Section 6(a)(vi) or as otherwise provided herein, the above easement areas (excluding any equipment or appurtenances owned by the Declarant, the Association, the City, or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.
- (c) No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.
- (d) Any easements reserved to the Declarant hereunder shall be fully assignable or otherwise transferable by the Declarant to the Association and/or the City at the sole discretion of the Declarant.

7. **Lighting.** All exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on any neighboring Lot(s). Reasonable holiday lighting and decorations may only be displayed during the period starting Thanksgiving Day of each year to January 15 of the next year.

8. **Animals.** No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that domesticated, small household pets (e.g. dogs or cats) in such number, if any, and type as may be permitted in the discretion of the Board from time to time upon an Owner's written application to the Board prior to bringing a proposed household pet onto the Lot so long as such pet does not unreasonably bother or constitute a nuisance to others, and provided that it is not kept, bred or maintained for any commercial purpose. Under no circumstances shall the number of pets exceed the number then permitted by the Master Declaration which permits only one (1) such pet at the time of recording this Declaration. Any household pet brought onto a Lot shall be subject to such generally applicable rules and regulation as may be established by the Board from time to time. Once a particular pet has been approved in writing by the Board, the Owner may keep that pet on the Lot for so long as such Owner resides on the Lot and such pet does not become an unreasonable bother or constitute a nuisance to others. The Board shall have the right to modify its rules and regulations (including complete prohibition) concerning pets from time to time and the same shall apply equally to pets permitted before and after such modified rules and regulations take effect except that no rule or regulation adopted after a particular pet has been approved may have the effect of prohibiting such pet unless it has become an unreasonable bother or constitutes a nuisance to others. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.

9. **Commercial Use Prohibited.** No Lot shall be used for commercial or business activity; provided, however, that the Declarant or persons authorized by the Declarant may use a Lot(s) for development and sales activities relating to the Subdivision, model homes or real estate sales. As used herein, "commercial or business activity" shall not include the rental by an

Owner of a Lot and the Improvements thereon for residential purposes. The use of a Lot for the commercial repair or sale of any vehicle, equipment, boat or other fuel operated equipment is expressly included in the above prohibition against commercial or business use.

10. **Maintenance**. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, windows glazed and unbroken, rubbish and debris removed and otherwise maintain the same in a neat and aesthetically pleasing condition.
- (b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- (c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals.
- (d) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- (e) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (f) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or screened from public view, as the case may be, by the Owner of the Lot in a manner satisfactory to the ACC notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
- (g) If any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board and/or its assignees, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other assessments set forth in Article VIII of this Declaration.

11. **Boats, Campers and Other Vehicles.** Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times in an enclosed structure and screened from public view; and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Subdivision. The parking or storage of commercial equipment, including, but not limited to, truck trailers or cabs, construction or excavation equipment, etc., is prohibited. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. No other use of a garage or conversion of a garage, which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which is it designed, shall be permitted. Parking on the lawn or unpaved portion of a Lot is prohibited. No over night parking whatever shall be allowed in any street or other public right of way in the Subdivision. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. No repairs of any vehicle shall be undertaken within the Subdivision, except wholly within the Owner's garage and with the garage closed.

12. **Garage Doors.** Garage doors shall be kept closed except when open for a temporary purpose.

13. **Exterior Materials and Colors.** All exterior materials and colors shall be selected and used as approved by the ACC. No gravel roofs shall be permitted. Any alterations in exterior colors or materials must be approved by the ACC.

14. **External Energy Devices.** No energy producing devices including, but not limited to, solar panels, windmills and generators of any kind, shall be constructed, installed or maintained on any Lot without the prior written approval of the ACC, except as follows:

- (a) Heat pumps, air conditioning compressors, evaporative coolers, or similar appliances shown on the plans approved by the ACC. Owners making use of such equipment shall take reasonable efforts to mitigate the sound of such equipment and to screen it from public view from the front of a Lot.
- (b) The use of generators and other external energy producing devices shall be authorized on a temporary basis in the event and during the period of an emergency.

15. **Signs.** No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Lighted, moving or flashing signs for any purposes are prohibited. No directional signs may be used to give directions to traffic or pedestrians or give special instructions. No signs shall be permitted on lawns and other landscaped areas visible to the public without an express amendment of this Declaration granting the Board and/or the ACC authority to approve and regulate the same. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, "Vacancy" sign or "For Sale" sign not exceeding 12"X18" in a window of the primary residence located on the Lot. Signs in areas other than lawns and landscaped areas shall be subject to prior approval and regulation by the ACC which shall have absolute discretion to deny or condition its approval. Notwithstanding the foregoing, signs advertising the name of the builder and the name of the institution providing financing may be displayed on a Lot during construction of the Improvements In lieu of the foregoing, the

Declarant shall regulate project and builder signage during the development phases of construction and marketing of homes within the Subdivision. Signs advertising the development of the Subdivision and the builder may be displayed at the entrance to the Subdivision or elsewhere within the Subdivision as permitted in Declarant's discretion.

16. **Subdividing.** No Lot which has been platted and approved as a final building or residential lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or to require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

17. **Fences.** Any fences in the subdivision shall be constructed and installed by Declarant or the Association and no other fences shall be allowed. Those fences bordering Association Maintenance Areas shall be maintained by the Association. All other fences shall be maintained by the Lot Owner(s) whose Lot(s) abut such fence.

18. **Party Walls and Fence.** The rights and duties of Owners with respect to party walls or party fences, which are constructed as part of initial construction, shall be as follows:

- (a) The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one (1) Owner does not interfere with the use and enjoyment of the other Owner and shall each have the duty to maintain that portion of the fence facing that Owner's Lot.
- (b) In the event that any party wall or party fence is damaged or destroyed through the act of an Owner, or any of its agents or guests, or members of its family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to reimburse the Association for the cost of rebuilding and/or repairing the party wall or party fence.
- (c) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall or party fence without the prior consent of the Association.

19. **Landscaping.** Landscaping in Association Maintenance Areas, including without limitation sprinkler systems, shall be installed by Declarant and maintained, repaired and replaced by the Association. Any alterations or improvements to such landscaping may only be made with written approval of the Association and, to the extent required by the Master Declaration, by the Master Association. Landscaping and maintenance of rear yards (i.e. those areas not constituting Association Maintenance Areas) shall be the sole responsibility of the Lot's Owner. Plans for installation of rear yard landscaping shall be submitted to the ACC within six (6) months after recording the first conveyance of the subject Lot by Declarant to an Owner who is not the Declarant and such rear yard landscaping shall be completed within twelve

(12) months after recording the first conveyance of the subject Lot by Declarant to an Owner who is not the Declarant.

20. **Other.** Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. The ACC, in its sole discretion, shall have the right to determine the existence of any such nuisance. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Project. The discharge of firearms, including without limitation, "B-B" guns and pellet guns, is prohibited. On-site storage of gasoline or other fuels is prohibited on any Lot, with the exception of up to five (5) gallons of fuel stored for emergency purposes and operation of lawn mowers or similar tools or equipment. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from the streets or adjacent property. No such items shall be allowed to remain on Lots so as to be visible from adjacent property when not in use. Reflective window coverings are prohibited. Trash receptacles used to store trash generated on a Lot until pickup by the municipal or otherwise contracted for service provider shall not be placed on the curb prior to 7:00 p.m. one day prior to the day of pick up and must be removed by 7:00 p.m. of the day of pick up to an area not publicly visible.

21. **Addition of ACC Rules/ACC Standards.** The Declarant, or in the event of the Declarant's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property as shall be deemed necessary or desirable by the Declarant, or the ACC, as the case may be, to carry out the purposes of this Declaration.

22. **Exemption of Declarant.** Nothing herein contained shall limit the right of the Declarant to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot or other portion of the Property owned or controlled by the Declarant, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Declarant deems advisable in the course of Development of the Subdivision. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by the Declarant in connection with the Development of the Subdivision. The Declarant shall be entitled to the non-exclusive use, without charge, of any property owned by the Association within the Subdivision in connection with the marketing of the Lots therein.

23. **Water Use.** Each Owner shall be responsible to ensure the reasonable and prudent use of culinary water provided to the Owner's Lot. Culinary water shall be supplied by the City and irrigation water shall be supplied to the Association's irrigation facilities by the master association governing the broader community of which the Subdivision is a part.

24. **ARC Applicability.** In addition to the requirements hereof, every Owner and every Lot shall be subject to the guidelines, procedures and other requirements established by the ARC pursuant to authority granted to the ARC by the Master Declaration. In any case in which

the requirements of the ACC and the ARC shall conflict so that complying with the requirements of one must violate the other, the requirements of the ARC shall govern and the Owner or Lot complying with the requirement of the ARC shall not be deemed in default of the inconsistent ACC requirement. In all other cases the requirements of both the ACC and the ARC must be met.

ARTICLE VI ASSOCIATION MAINTENANCE AREAS

Association Maintenance Areas as defined in Article III above are hereby established. Subject to an affirmative duty hereby imposed on each Lot Owner to avoid unnecessary interference with or unnecessary expense to the Association in carrying out its responsibilities with respect to the Association Maintenance Areas, the Association shall maintain all Declarant and/or Association installed Improvements located in the Association Maintenance Areas of a Lot in good and sufficient repair with attractive and healthy landscape plantings, free of rubbish, debris, snow and ice and otherwise in a neat and aesthetically pleasing condition—all as may be consistent with ACC standards from time to time. The Board or the ACC as the Board's designee may establish rules and regulations concerning Owners' use of the Association Maintenance Areas. The Board or the ACC as the Board's designee may also impose reasonable charges on Owners for their failure to comply with the duty to avoid unnecessary interference with or unnecessary expense to the Association in carrying out its responsibilities with respect to Association Maintenance Areas. Such charges may be in the nature of Limited Assessments or in the form of such other charges as may otherwise be permitted by law. "Unnecessary expense" as used above shall include any expense caused by an Owner which is unusual in either nature or amount.

ARTICLE VII WINTER HAVEN AT TRAVERSE MOUNTAIN OWNERS ASSOCIATION, INC.

1. **Organization of Association.** The Association shall be organized by the Declarant as a Utah non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its Bylaws and this Declaration. Neither said Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2. **Members.** Each Owner (including the Declarant) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association. No Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner of a Lot and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

3. **Classes of Membership.** The Association shall have two (2) classes of membership, as follows:

- (a) Class A Members. Class A Members shall be all Owners of Lots within the Subdivision, with the exception of the Declarant.
- (b) Class B Members. Class B Members shall be the Declarant, and its successor or successors in title to one or more Lots, which Lots are held by any such successor in an unimproved condition (i.e., without a residential dwelling thereon) for resale to a builder or other person for the purpose of constructing thereon a residential dwelling, and to which successor the Declarant has specifically granted rights of Class B membership in writing; provided, that if such membership rights are not so granted, such successor shall be entitled to the membership rights of a Class A Member with respect to each Lot owned.

4. **Governance and Voting Rights of Members, Board of Directors and Officers.**

The governance of the Association and voting rights of the Class A and Class B Members shall be as follows:

- (a) Upon the effective date of the Association's Articles of Incorporation, the right to govern the affairs of the Association shall be vested in the Class B Members, as follows:
 - (i) In order to assure its right of governance and voting control during this period, the Class B Members shall have four hundred and eighty (468) total votes.
 - (ii) During the initial period of governance by the Declarant, the affairs of the Association shall be governed by a Board of Directors appointed by the Class B Members. The Directors so appointed need not be Owners.
 - (iii) The right to govern the affairs of the Association shall be and remain in the Class B Members until the last Lot is sold and transferred to an Owner (other than the Declarant or successor to Declarant's rights), at which time the Class B Members' right of governance shall end and all Class B Memberships shall cease.
- (b) Upon the termination of governance by the Class B Members, the governance of the Association shall thereupon be and remain vested in the Class A Members, as follows:
 - (i) The Class A Members, being the Owners of Lots within the Subdivision, shall be entitled to one (1) vote per Lot for each Lot owned.
 - (ii) The Class A Members shall elect a Board of Directors, each of whom shall be Owners, who shall govern the affairs of the Association, and the Board of Directors shall elect officers, all in accordance with the Articles and Bylaws of the Association, as the same may be amended from time to time.

5. **Powers of the Association.** The Association shall have all powers of a non-profit corporation organized under the laws of the State of Utah subject only to such limitations as are

expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, Bylaws and this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of its properties and facilities and the performance of other responsibilities including, but not limited to, the following:

- (a) Acquisition of Real and Personal Property and Facilities. The power to acquire and improve any Lot, tract, parcel or portion of land within nor without the Subdivision and such facilities, equipment and other personal property related thereto as shall be deemed advisable by the Association.
- (b) Policies, Rules and Regulations. The power to adopt, amend, and repeal such policies, rules and regulations (“collectively referred to as “rules”) as the Association deems reasonable. Such policies, rules and regulations shall govern the use by Owners, Occupants, and any other person, of property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, Bylaws and this Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association rule or any provision of the Articles, Bylaws or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.
- (c) Services, Fees and Charges. The power to determine those services which are to be furnished to or for the benefit of the Members of the Association, and to impose reasonable fees and charges for property and facilities owned and maintained by the Association and for other services rendered by the Association, in addition to Regular, Special and Limited Assessments, as deemed necessary by the Board.
- (d) Assessments. The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.
- (e) Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, Declaration or ACC Rules/ACC Standards; to affirmatively enforce the Articles, Bylaws, Declaration or ACC Rules/ACC Standards by mandatory injunction, (iii) to foreclose liens for the collection of Assessments; and (iv) to otherwise enforce all provisions of the same.
- (f) Delegation of Powers. The authority to delegate its power and duties to any officer, committee, employee, or to any person, firm or corporation to act as manager.

- (g) Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act, error, or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.
- (h) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or over the properties of the Association as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
- (i) Underground lines, cables, conduits and other devices for the transmission of any utility or other service.
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling and irrigation water systems, water, heating and gas lines or pipes.
 - (iii) Any similar public or quasi-public improvements or facilities including but not limited to parks, pathways, streets, nature trails, recreational facilities, pools, ponds, entrances, waterways, open spaces, clubhouses, game rooms, craft and handicraft facilities, greenhouses, hobby facilities and all other common amenities pertaining to the Development, provided that the particular feature or facility has been deeded by the Declarant to the Association.
- (i) Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

6. **Duties of Association.** In addition to the powers delegated to it by the Articles, Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall conduct all business affairs of common interest to all Owners and perform each of the following duties:

- (a) Maintenance of Association Maintenance Areas. Maintain or provide for the maintenance of the Association Maintenance Areas as provided in Article VI above.
- (b) Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Association and/or any property owned by the Association, including without limitation those specifically identified in Article VIII of the Declaration. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to

satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

- (c) Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Utah, and maintain in effect, commercial general liability insurance, full coverage directors and officers liability insurance, and such other insurance, including special form property insurance, worker's compensation insurance, fidelity, performance, and other bonds, to the extent and in such amounts as deemed necessary by the Board in order to comply with applicable law and to carry out the Association's functions. With respect to such insurance:
 - (i) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
 - (ii) Insurance premiums for the above insurance coverage and any deductibles or retention associated therewith shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- (d) Rule Making. Make, establish, promulgate, amend and repeal Association rules.
- (e) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Declaration. One or more members of the Board may serve on the Architectural Control Committee. The Architectural Control Committee shall be initially be made up of three (3) members appointed by the Declarant.
- (f) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.
- (g) Fulfillment of Purpose. Take any and all action that the Association deems necessary or advisable to fulfill its purpose.

7. Association Litigation.

- (a) The Association shall not commence a judicial or administrative proceeding without the approval of Declarant for so long as Class B Members govern the Association.
- (b) Neither the Association nor any Owner shall institute an action against any person which arises out of an alleged defect in the development of the Subdivision until:
 - (i) Declarant and the person(s) who physically constructed the portion of the subdivision in which the alleged defect exists have been notified and given a reasonable time and opportunity in which to inspect, assess, correct, or redesign any alleged defect or other portions of the Subdivision (provided, however, that the terms of this Section shall not create an obligation of any person to effect a repair

of an alleged defect); (ii) the Association or Owner(s) have pursued their remedies under any express warranty covering all or any portion of the alleged defect; (iii) the Declarant and the affected contractor(s) have been given the opportunity to be heard at a meeting of the Association regarding the alleged defect; and (iv) all proposed parties to the action have been given a reasonable opportunity to mediate any dispute or disagreement relating to the alleged defect, and have either participated or refused to participate in such mediation.

- (c) This Section shall not apply to: (i) actions brought by the Association to enforce this Declaration or the Bylaws (including, without limitation, the foreclosure of liens); (ii) the collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; (iv) counterclaims brought by the Association in proceedings instituted against it; or (v) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of an express contract with the Association or its manager for services or supplies.
- (d) If either the Association or an Owner employ an attorney, whether or not suit is filed, to enforce compliance with or specific performance of any provision of this Declaration, the Bylaws or any rules, regulations, policies, procedures or similar provisions established pursuant to authority granted in any of the foregoing documents, the non-prevailing party shall pay the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

8. **Budgets and Financial Statements.** Financial statements for the Association shall be regularly prepared and copies distributed at the Association's annual meeting as follows:

- (a) A pro forma operating statement (budget) for each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

ARTICLE VIII ASSESSMENTS

1. **Covenant to Pay Assessments.** Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges levied by the Association, in such amounts as the Board shall determine to be necessary, in conformance with the provisions hereof. All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall, upon conveyance of a Lot from Declarant, be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable; provided, however, that all such assessments shall be junior and subordinate to the lien of a first mortgage or first deed of trust encumbering the Lot or, in the case of a Declarant owned Lot, to Declarant's debt covenants. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or

otherwise avoid liability for any Assessment by non-use of the property of the Association, services provided by the Association or by abandonment of his Lot.

2. **Regular Assessments**. Regular Assessment shall be levied in conformance with the following:

- (a) Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board.
- (b) The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the property owned by the Association and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, administration and funding of ACC activities, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, repair and maintenance, snow removal, legal and accounting fees, any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s), and other expenses or obligations incurred or expected as they may be required by the Association in compliance with this Declaration.

3. **Special Assessments**. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of improvements on property owned by the Association, unexpected repair or replacement of property or any facility located thereon or any area which the Association is responsible to maintain or repair, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in the Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.
- (c) To pay any tax or assessment of local governmental units not considered in determining the Regular Assessments.

4. **Limited Assessments**. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair**. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the property owned by the Association or any other portion of the Property, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been

delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.

- (b) Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the ACC Rules/ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The reasonable cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article X of this Declaration.
- (c) Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose (including imposition of fines) which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing before the Board with respect to said Limited Assessment.

5. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence on the date the Declarant conveys title to that Lot to an Owner who is not the Declarant and does not succeed to the rights of the Declarant. If the Declarant pays all or any portion of the expenses of the Association in excess of the amount attributable to Lots owned by the Declarant as though they were subject to regular assessment, such excess amounts paid shall constitute a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Declarant within the Subdivision; provided that, unless such excess amounts so paid by the Declarant are paid pursuant to a written agreement with the Association to the contrary, the Declarant shall not be entitled to reimbursement in cash of any such Assessment credit nor shall such credit inure to an Owner purchasing a Lot from the Declarant, unless such person is the successor to substantially all of the interest of the Declarant in the Property. Nothing herein contained shall obligate the Declarant to pay any Assessment with respect to any Lot which Declarant owns.

6. Uniform Rate Of Assessment. Except as expressly provided to the contrary in this Declaration, Regular and Special Assessments of the Association shall be levied at a uniform rate for all Lots.

7. Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month after imposition of the Assessment, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within ten (10) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

8. Interest and Other Charges. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as

shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge, the Board may, in accordance with rules promulgated by it, impose additional charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

9. **Capitalization of Association.** Beginning with the initial conveyance and each succeeding conveyance of a Lot to an Owner who is not the Declarant and who does not succeed to the rights of the Declarant, the grantee of such conveyance shall make a one time capital contribution to the Association in the amount of \$500 to be used for the purposes for which Assessments may be used pursuant to this Declaration. Such capital contribution shall be deposited by such grantee into the purchase and sale escrow and disbursed therefrom to the Association in addition to and not in lieu of any Assessments due.

ARTICLE IX COLLECTION OF ASSESSMENTS

1. **Right to Enforce.** The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. Suit to recover a money judgment for unpaid Assessments is maintainable without foreclosing or waiving the lien securing them. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees and other expenses in connection therewith. If an Assessment is payable in installments, the Association may, upon an Owner's default, elect to declare the entire amount of such Assessment immediately due and payable.

2. **Creation of Assessment Lien.** If any Owner fails or refuses to make any payment of any Assessment when due, the amount thereof shall constitute a lien on the interest of the Owner in the Lot upon the recording of a notice of lien by the Board or its designee. Such lien shall be prior to all other liens and encumbrances, recorded or unrecorded, except: (i) tax and special assessment liens on the Lot in favor of any governmental unit or special improvement district having assessment authority; and (ii) encumbrances on the interest of the Owner recorded prior to the date such notice of lien is recorded which by law would be a lien prior to subsequently recorded encumbrances. An Assessment lien shall constitute a consensual lien that is superior in right and not subject to any homestead or similar exemption to which an owner may be entitled under applicable law.

3. **Foreclosure of Lien as Mortgage or Trust Deed.** The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein. The sale or foreclosure may be conducted in the same manner as foreclosures of mortgages, trust deeds (pursuant to the provisions of Utah Code Ann. §§57-1-19 *et seq.* as amended or successor statute) or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the expenses of such proceedings, including but not limited to the cost of a foreclosure report and reasonable attorneys' fees. Such lien shall also secure and require the Owner to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. To the extent and under the circumstances permitted by law, the Owner shall pay to

the Association, the reasonable rental value for the Lot if it is Owner occupied during the period of foreclosure. If the Lot is rented during the period of foreclosure, the Association shall be entitled to collect such rents during the period of foreclosure. The Association in the foreclosure action may require the appointment of a receiver to collect rents without regard to the value of the Owner's interest in the Lot. The Association may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

4. **Trust Deed Provisions.** Each Owner hereby conveys and warrants the Lot in trust with power of sale to the Association's attorney as trustee to secure performance of the Owner's obligations, to the Association, as beneficiary. The Owner hereby requests that any and all notices of default and other communications material to an exercise of the power of sale be sent to the street address of the Owner's Lot and the last known mailing address of the Owner as shown on the books and records of the Association, if different from the Lot address.

5. **Non-Exclusive Remedy.** The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity. In addition to all of the foregoing, the Board, may adopt rules for such additional enforcement remedies as the Board may deem desirable for the collection of delinquent assessments. Such additional remedies may include, without limitation, rules authorizing Association collection of rents from tenants of delinquent Owners without the necessity of a foreclosure or appointment of a receiver, suspension of voting rights, suspension of entitlement to common services and etc.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

1. **Members of the Committee.** The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

2. **Appointment.** So long as the governance of the Association remains vested in the Declarant, the members of the ACC shall be as set forth in Article VII, Section 6(e). Thereafter, all members of the ACC shall be appointed or removed by the Board. The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

3. **Compensation.** The members of the ACC may receive compensation for services rendered upon execution of an agreement with the Board relative to such compensation, and may be reimbursed for actual expenses incurred by them in the performance of their duties hereunder.

4. **Non-Liability.** Neither the ACC, or any member thereof, nor the Declarant or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of it in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the

ACC for approval of plans and specifications agrees, by submission of such application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

5. **Approval Required.** No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Subdivision without the prior express written approval of the ACC.

6. **Variances.** The ACC may authorize variances from compliance with the requirements of any conditions and restriction contained in this Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC. If a variance is granted as provided herein, no violation of this Declaration, ACC Rules/ACC Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby. The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon. The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to seek the approval of the ARC and fully comply with any requirements imposed by it, nor relieve the Owner from any applicable ordinances of the County, or any annexing municipality and any other applicable standards and conditions of approval for the Subdivision.

7. **Application.** To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in conformance with the following:

- (a) The application shall be in a form required by the ACC, which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.
- (b) All applications must contain, or have submitted therewith, three (3) copies of each of the following (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:
 - (i) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements, at a scale no smaller
 - (ii) **Building Plan.** A building plot plan at a scale no less than 1" 20'. Building elevation drawing of the north, south, east and west sides, and detailed

specification which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.

- (c) The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

8. **Decision.** In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to insure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision as a quality residential development. Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted and complete application. The decision of the ACC may be in the form of an approval, a conditional approval or denial, as follows:

- (a) The decision of the ACC shall be in writing, signed by two (2) members of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.
- (b) In addition to the requirements of Article X, Section 8(a), a conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.
- (c) In addition to the requirements of Article X, Section 8(a), a denial of an application shall state with particularity the reasons for such denial.

9. **Inspection and Complaints.** The ACC is empowered to inspect all work in progress on any Lot at any time and receive complaints from other Owners as follows:

- (a) An ACC inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the ACC Rules/ACC Standards or the approved plans and specifications. Each owner or builder shall instruct their respective workers and employees to proceed with construction only per ACC approved plans. Any modifications or deviations from approved plans must be reapproved by the ACC prior to installation.
- (b) The ACC is further empowered to receive from other Owners (each a "Complainant"), complaints in writing involving deviations from approved applications or violations of this Declaration or any applicable ACC Rules/ACC Standards. If the ACC receives such a complaint from a Complainant:
 - (i) It shall first determine the validity of such complaint by inspection or otherwise. Should the ACC determine that there has been a substantive deviation or a violation, it shall promptly issue a notice in writing thereof to

the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (A) The Owner shall immediately cease the activity which constitutes a deviation or violation.
 - (B) The Owner shall adhere to the corrective measures set forth in the written notice.
- (ii) Should the ACC determine there has been no substantive deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

10. **Hearing.** An Owner submitting an application under Article X, Section 7, or an Owner served with a written notice of deviation or violation, or a Complainant, shall have the right to a hearing to be held by the ACC for the purpose of presenting facts and information to the ACC relative to the application, deviation or violation or complaint, as the case may be. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner or Complainant, as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Owner requesting the hearing, or in the case of a complaint, a Complainant, unless an Owner is found to be in violation in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Article X, Section 12, below.

11. **Appeal.** The Owner or Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Article X, Section 10, above, subject to the following:

- (a) Neither an Owner nor a Complainant shall be entitled to an appeal with respect to deviations or violation unless said Owner or Complainant, or their authorized representatives, has participated in the ACC hearing.
- (b) A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, as the case may be, together with a copy of the written decision or determination of the ACC.

- (c) The failure to an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.
- (d) The Board shall fix a date for the hearing of such an appeal which date shall be not later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.
- (e) The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal.
- (f) At the hearing the Owner or the Complainant, as the case may be, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board; provided, however, that the Owner or the Complainant, as the case may be, and the ACC, shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner or the Complainant, as the case may be, and the ACC, will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.
- (g) Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner or the Complainant, as the case may be, and the ACC members, shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.
- (h) If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Article X, Section 12, below.
- (i) A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

12. **Enforcement.** The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association, to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Subdivision, the continuation of which violates the provisions of this Declaration, the ACC Rules/ACC Standards or the approved plans and specifications subject to the following:

- (a) The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.
- (b) The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.
- (c) In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, the Board may elect to require that all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

13. **Additional Damages.** In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article IX, above.

14. **Non-Exclusive Remedy.** The right of the Association to levy a Limited Assessment as described in Article X, Sections 12 and 13, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

ARTICLE XI ANNEXATION

1. **Annexation.** Additional property may be annexed to the Subdivision and brought within the provisions of this Declaration by the Declarant, at any time, without the approval of any Owner or the Association. To annex additional property to the Subdivision, the Declarant shall record an amendment to this Declaration which shall describe the additional property to be annexed to the Subdivision, and the Declarant may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property, as the Declarant may deem appropriate, and the Declarant may delete or modify such covenants as are contained herein which the Declarant deems inappropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with the same rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property to the Subdivision, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Article XII, Section 2 of this Declaration. Notwithstanding the foregoing, in the sole discretion of Declarant, each annexed parcel may be developed and platted as a separate and distinct subdivision and, if so, the annexation thereof may not, by virtue of such annexation, be considered an alteration, amendment or change to the plat for any prior subdivision comprising the Property governed by the provisions of this Declaration.

2. **De-Annexation.** The Declarant shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, so long as the Declarant is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Declaration is recorded in the office of the Utah County Recorder.

ARTICLE XII MISCELLANEOUS

1. **Term.** This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2055, unless amended as hereafter provided. After December 31, 2055, said covenants, conditions, restriction and easements shall be automatically extended for successive period often (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Declaration and such written instrument is recorded with the Utah County Recorder.

2. **Interpretation of Restrictions.** All questions or interpretations of the Restrictions, shall be resolved by the Board, and its decision shall be final, binding and conclusive on all the parties affected.

3. **Amendment.** This Declaration may be amended as follows:

- (a) By Declarant. Until title to the last Lot within the Subdivision is conveyed by the Declarant to an Owner other than Declarant, this Declaration may be amended, amended and completely restated, or terminated by the Declarant by recording a written instrument signed and acknowledged by the Declarant setting forth such amendment or termination. In connection with the foregoing right and for the duration thereof, Declarant shall also have the right and power to dissolve the Winter Haven At Traverse Mountain Owners Association, Inc. (the "Association").
- (b) By Owner(s). Except where a greater percentage is required by an express provision in this Declaration, the provisions of this Declaration, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of 67% of the Class A Members and 100% of the Class B Members (for so long as Class B Memberships shall exist) and such amendment shall be effective upon its recordation with the Utah County Recorder.

4. **Books and Records.** All books, record and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by an Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

5. **Non-Waiver.** The failure of the Declarant, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

6. **Acceptance.** Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restriction, easements and other provisions set forth in this Declaration and agrees to be bound by the same.

7. **Limitation on Liability.** Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no representations or warranties whatsoever that the plan presently envisioned for the complete development and use of the Property can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular use, or that if land is one used for a particular use, that such use will continue in effect. Declarant shall not be liable to any Owner for any action taken or omitted to be taken so long as the conduct of Declarant was in good faith, except such as may arise from the willful misconduct or gross negligence of Declarant.

8. **Indemnification of Board Members.** Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether of not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Declarant and its employees, officers, directors and shareholders during the period that the governance of this Association is vested in the Declarant.

9. **Notices.** Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

10. **Interpretation.** The provisions of this Declaration and any Supplemental Declaration shall be liberally construed to effectuate objectives set forth in Article IV, above, and shall be construed and governed by the laws of the State of Utah. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

11. **Severability.** Notwithstanding anything herein to the contrary, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

12. **Superiority of Master Declaration.** In case of any conflict between this Declaration and the Master Declaration and any amendments to either of them made at any time, the provisions of the Master Declaration shall govern.

Signatures and acknowledgments on following page(s)

IN WITNESS WHEREOF the Declarant has executed this Declaration as of the date first hereinabove set forth.

DECLARANT:

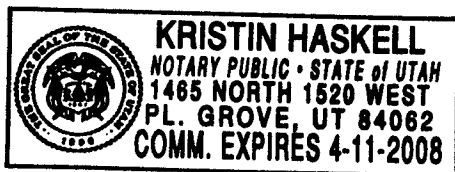
J. BALLARD HOMES, INC., a Utah corporation

By: [Signature]
Name: JOHN V. JOHNSON
Title: PRESIDENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 26 day of APRIL 2006, personally appeared before me JOHN V. JOHNSON, who being by me duly sworn did acknowledge that he is the PRESIDENT and authorized signer of J. Ballard Homes, Inc., a Utah corporation, who acknowledged to me that said corporation executed the same.

[Signature]
Notary Public



Signatures and acknowledgments continued on following page(s)

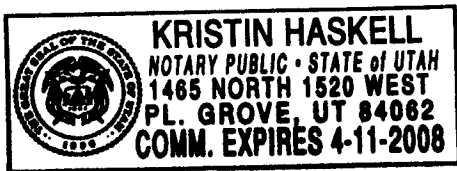
AMERICRAFT HOMES, INC., a Utah corporation

By: [Signature]
Name: John V. Johnson
Title: President

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 26 day of APRIL, 2006, personally appeared before me JOHN V. JOHNSON, who being by me duly sworn did acknowledge that he is the PRESIDENT and authorized signer of Americraft Homes, Inc., a Utah corporation, who acknowledged to me that said corporation executed the same.

[Signature]
Notary Public



Signatures and acknowledgments continued on following page(s)

UTAH WINTER HAVEN, L.L.C., a California
limited liability company

BY: [Signature]
Name: John V. Johnson
Title: President

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 26 day of APRIL 2006, personally appeared before me
JOHN V. JOHNSON who being by me duly sworn did acknowledge that he is the
PRESIDENT and authorized signer of UTAH WINTER HAVEN, L.L.C., a
California limited liability company, who acknowledged to me that said company executed the
same.

[Signature]
Notary Public



EXHIBIT A
[Legal Description of Property]

Land located in Utah County, State of Utah more particularly described as follows:

Lots 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, WINTER HAVEN, PHASE 1, AMENDED SUBDIVISION, according to the official plat thereof, on file in the office of the Utah County Recorder.

Tax Serial No. 55-629-0100 through 0133
55-629-0136 through 0164
55-629-0166 through 0193
55-629-0195 through 0220