

When recorded, deliver to:

David P. Rose
7730 S. Union Park Avenue
Suite 500
Midvale, UT 84047

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WINDFLOWER 4

(Windflower 4 Subdivision a/k/a Sawmill Subdivision Phase 4A)

Tax Parcel Nos.: 00-0021-8668; 00-0021-8669; 00-0021-8670;
00-0021-8671; 00-0021-8672; 00-0021-8673;
00-0021-8674; 00-0021-8675; 00-0021-8676;
00-0021-8677; 00-0021-8678; 00-0021-8679;
00-0021-8680; 00-0021-8681; 00-0021-8682;
00-0021-8683; 00-0021-8684; 00-0021-8685;
00-0021-8686; 00-0021-8687; 00-0021-8688;
00-0021-8689; 00-0021-8690; 00-0021-8691;
00-0021-8692; 00-0021-8693; 00-0021-8694

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDFLOWER 4 (this "**Declaration**") is made and executed this 22nd day of February, 2024 by REGAL WINDFLOWER 4, LLC, a Utah limited liability company (the "**Windflower 4 Declarant**").

RECITALS

A. Sawmill Master Property. The Sawmill Master Planned Community consists of 85.5 acres located in Heber City, Wasatch County, Utah (the "**Sawmill Master Property**") and consists of 622 residential units as approved by Heber City (the "**City**") in that certain Sawmill Planned Community Mixed-Use Development Agreement recorded with the Office of the Wasatch County Recorder (the "**Wasatch County Recorder**") on March 6, 2018 in Book 1216, Pages 1644-1723 as Entry No. 449000.

B. Sawmill Master Declaration. A Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Sawmill was recorded on the Sawmill Master Property with the Wasatch County Recorder on August 22, 2019 in Book 1262, Pages 84-155 as Entry No. 467136 (the "**Sawmill Master Declaration**").

C. Sawmill Master Association and Sawmill Master Common Area. Pursuant to the terms and provisions of the Sawmill Master Declaration, the Sawmill Master Association, Inc.

was created (the "Sawmill Master Association") and certain Common Areas for the Sawmill Master Property were set aside as described in the Sawmill Master Declaration (the "Sawmill Master Common Area").

D. First Amendment to the Sawmill Master Declaration. On March 31, 2021 the Sawmill Master Declaration was amended by that certain First Amendment to Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Sawmill and First Amendment to the Bylaws of Sawmill Master Association, Inc. recorded with the Wasatch County Recorder in Book 1347, Pages 1653-1661 as Entry No. 497439 (the "First Amendment to the Sawmill Master Declaration"). Pursuant to the terms and provisions of the First Amendment to the Sawmill Master Declaration, each of Tioga Funding Real Estate Group, LLC, Sawmill 4&5, LLC and Sawmill 16, LLC, have assigned, conveyed and transferred to Regal Windflower 4, LLC all of their rights, interests and powers as the Sawmill Declarant to the Windflower 4 Declarant including, without limitation, the right to (i) set architectural and design guidelines with respect to the Units to be built on the Sawmill Phase 4A Property (defined below), (ii) establish the amount, if any, of all Assessments for each Unit of the Phase 4A Property (together with the other Sawmill Phase 4 property identified in the First Amendment to the Sawmill Master Declaration) payable by the Owners of such Units to the Sawmill Master Association, (iii) create rules, policies and guidelines for the operation of the Phase 4A Property (together with the other Sawmill Phase 4 property identified in the First Amendment to the Sawmill Master Declaration), and (iv) direct the management of the open space and Common Area in the Phase 4A Property (together with the other Sawmill Phase 4 property identified in the First Amendment to the Sawmill Master Declaration).

E. Description of Windflower 4. Phase 4A of the Sawmill Master Property located in the Sawmill Subdivision (sometimes referred to herein as the "Project" or as "Windflower 4") that is the subject of this Declaration is situated in and upon that certain real property located in Heber City, Wasatch County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference (referred to in this Declaration as the "Windflower 4 Property" and referred to in the First Amendment to the Sawmill Master Declaration as the Phase 4A Property). The Project has been planned for the development of twenty-seven (27) residential Units located on the Windflower 4 Property broken down as follows: 19 single family, detached Units and 8 attached Units as shown on the Sawmill Phase 4A Plat.

F. Recordation of the Declaration. This Declaration shall be recorded in the office of the County Recorder for Wasatch County, State of Utah (the "Wasatch County Recorder").

G. Plat. The Subdivision Plat for Windflower 4 was previously recorded with the Wasatch County Recorder on July 3, 2023 with Lots Nos. 401 – 416 and 429 – 431 as single family, detached lots and Lots Nos. 417 – 424 as single family, attached, townhomes. (the "Sawmill Phase 4A Plat").

H. Association and Bylaws. Windflower 4 Neighborhood HOA, Inc. (the "Windflower 4 Association"), was incorporated on the _____ day of _____, 2024 by filing Articles of Incorporation therefore with the Utah Division of Corporations and Commercial

Code. Subject to the terms of the Sawmill Master Association as amended by the First Amendment to the Sawmill Master Declaration Association, the Windflower 4 Association shall henceforth be the governing body of the Project subject hereto and shall operate in accordance with the Articles of Incorporation of the Windflower 4 Neighborhood HOA, Inc. (the "Articles of Incorporation") and the Bylaws of the Windflower 4 Neighborhood HOA, Inc. (the "Bylaws").

I. Intent and Purpose. The Windflower 4 Declarant intends by recording this Declaration to submit all of the Windflower 4 Property and all improvements situated upon the Windflower 4 Property to the applicable statutes and provisions of the Utah Code (the "Code") and the applicable ordinances of Wasatch County (the "County Ordinances"), and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all Units within said Project and the Owners thereof. The Code and the County Ordinances are collectively referred to herein as the "Applicable Law".

ARTICLE I DEFINITIONS

1.1. Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

"Articles of Incorporation" shall have the meaning set forth in Recital Paragraph H.

"Board of Directors" or "Board" shall mean the Board of Directors of the Windflower 4 Association.

"City" shall mean Heber City, a Utah municipal corporation.

"Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of Article X of this Declaration for the payment of Common Expenses and into which all operating funds of the Windflower 4 Association shall be deposited.

"Common Facilities" shall mean all equipment, facilities, fixtures and other personal property and real property improvements owned by the Windflower 4 Association for the use and benefit of all Owners and all equipment, fixtures, facilities and other personal property hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. Except as otherwise expressly provided in this Declaration, the Common Facilities shall be deemed to be part of the Windflower 4 Common Areas.

"First Amendment to the Sawmill Master Declaration" shall have the meaning set forth in Recital Paragraph D above.

"Home Owner" shall mean any person or entity or combination thereof, including the Windflower 4 Declarant (except for the model home or any home held for sale to the public), at any time owning a Unit within the Project, as shown on the records of Wasatch County, State of Utah, on which a single-family, detached or attached residence has been built and completed and that has received a certificate of occupancy. The term "Home Owner" shall not refer to any

Mortgagee (unless such Mortgagee has acquired title for other than security purposes), Windflower 4 Declarant (or any of its affiliates) in its capacity with respect to the ownership of the model home or any home held for sale to the public, or to any person or entity purchasing a Unit under contract until such contract is fully performed and legal title conveyed.

"Improvement" means every structure, feature or improvement of any kind placed or constructed in the Project, including but not limited to any residence, building, garage, lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, irrigation or drainage feature, storage structure or other product of construction and also includes landscaping.

"Lot" shall mean a separately platted lot in a Plat on which a single-family, attached or detached residence (i) has been built and completed and that has received a certificate of occupancy, or (ii) is intended to be developed for a single-family attached or detached house that has yet to built or yet to have received a certificate of occupancy.

"Manager" shall mean the person, firm or company, if any, designated from time to time by the Windflower 4 Association to manage, in whole or in part, the affairs of the Windflower 4 Association and the Project.

"Master Plan" shall mean that certain Annexation Agreement and Covenant Running with the Land (Boldavs Annexation) dated July 29, 2008 (the **"Annexation Agreement"**) and that certain Zone Change Agreement and Covenant Running with the Land (Millhaven Homes) dated December 19, 2017 recorded with the Wasatch County Recorder on January 3, 2018 in Book 1211, Pp. 1730-1739 as Entry No. 447068 (the **"Zone Change Agreement"**).

"Member" shall mean a member of the Windflower 4 Association.

"Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

"Mortgagee" shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person under such Mortgage.

"Owner" shall mean any person or entity or combination thereof, including the Windflower 4 Declarant or its affiliates, that at any time holds fee title to a Unit within the Project as shown on the records of the Wasatch County Recorder and shall also include any Home Owner. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Unit under contract until such contract is fully performed and legal title conveyed.

"Permitted Residential Fence" shall mean a 6-foot (6'0") white vinyl fence. Notwithstanding anything else contained within this Declaration, no Owner except for the Windflower 4 Declarant shall be allowed to place any fence on or within the boundary of its Lot other than a Permitted Residential Fence without first receiving prior written consent from the Architectural Review Committee that may only be in its sole discretion.

"Phase" shall mean **"Sawmill Phase 1B"**, **"Sawmill Phase 4C"** and **"Sawmill Phase 4D"**, each as defined in Recital Paragraph G above.

"Phase 4 Property" as used in the First Amendment to the Sawmill Master Declaration and as sometimes used in this Declaration shall refer to Sawmill Phase 4A and Sawmill Phase 4C of the Project which combined have been master-planned for twenty-seven (27) residential Units, unless and until any additional adjoining land shall be added to the Project by Windflower 4 Declarant pursuant to a Declaration of Annexation recorded with the Wasatch County Recorder.. The Phase 4 Property is also sometimes referred to in this Declaration as the "Windflower 4 Property".

"Plat" shall mean the Sawmill Phase 4A Plat.

"Project" shall have the meaning set forth in Recital Paragraph E and is also sometimes referred to herein as Windflower 4 and shall include, without limitation, the Windflower 4 Property, all Units, all Windflower 4 Common Areas and Common Facilities.

"Sawmill Master Association" shall the have the meaning set forth in Recital Paragraph C above.

"Sawmill Master Declaration" shall have the meaning set forth in Recital Paragraph B above.

"Sawmill Master Common Area" shall have the meaning set forth in Recital Paragraph C above and shall include, without limitation, the following:

All of the real property, improvements, facilities and equipment owned or managed by the Sawmill Master Association, or which have been, from time to time, formally designated as areas to be used in common, or as designated as Common Area on the Sawmill Master Plat. The Sawmill Master Common Area includes, by way of illustration and not limitation, detention basins, park strips, Community monuments, and landscaped portions of roadways. The Sawmill Master Common Area shall not include (i) any roads and associated utilities dedicated to and accepted by the City; (ii) any roads owned or controlled by a Neighborhood Association (created pursuant to the Sawmill Master Declaration); (iii) any open space and/or park dedicated to and accepted by the City; (iv) any open space, parks, or other landscaped areas owned or controlled by a Neighborhood Association (created pursuant to the Sawmill Master Declaration).

It has been represented to the Windflower 4 Declarant and the Windflower 4 Declarant provides the following information to the Owners and Managers without any representation, warranty or present or future obligation of any kind that as of the present date, the Sawmill Master Common Area may include, without limitation: the Sawmill Phase 1A ½ basketball court, playground and Volleyball Court; the Sawmill Phase 4B Playground and Pavilion (if and when, if ever, Sawmill Phase 4B is annexed into and made a part of the Sawmill Master Property and a part of the Phase 4A Property); the Sawmill Phase 5 Playground, 3 Pickle Ball Courts, Grass Open Space; the Sawmill Phase

8 basketball courts (3); and the Sawmill Phase 9 basketball courts (3), sport court, pavilion and playground.

"Sawmill Master Plat" shall mean the final plat of the Sawmill Master Property or any portion of the Sawmill Master Property which shall be prepared, submitted and approved in accordance with applicable ordinances of the City and which shall, either prior to or subsequent to the recordation of the Sawmill Master Declaration, be recorded with the Wasatch County Recorder, as may be amended from time to time.

"Sawmill Master Property" shall have the meaning set forth in Recital Paragraph A above.

"Sawmill Phase 4A Plat" shall have the meaning set forth in Recital Paragraph G above.

"Total Votes of the Windflower 4 Association" shall mean the total number of votes appertaining to the Units in the Project, as shown in Exhibit "B" attached hereto.

"Unit" shall mean a portion of the Project, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family in a manner consistent with this Declaration and any amendments thereto. The term shall, unless otherwise specified, include (by way of illustration, but not limitation) a Lot on which a single-family, attached or detached residence has been built and completed and that has received a certificate of occupancy, separately platted lots intended to be developed for single-family attached or detached houses that have yet to built or yet to have received a certificate of occupancy, as well as vacant land intended for development as such. The term shall include all portions of the Lot owned, any structure thereon and any and all other improvements and rights appurtenant thereto. A parcel of vacant land under single ownership shall be considered a single Unit until such time as a subdivision plat is recorded in the public records of the Wasatch County Recorder relating to all or a portion of such parcel, after which the portion which is the subject of such plat shall be deemed to contain that number of Units reflected therein and the remaining portion, if any, shall continue to be treated as a single Unit. Notwithstanding anything else contained herein, the Owner of a Unit may choose to donate the Unit to the Windflower 4 Association for use as open space within the Windflower 4 Common Areas, in which case the Total Votes of the Windflower 4 Association shall be proportionately adjusted.

"Wasatch County Recorder" shall have the meaning set forth in Recital Paragraph A above.

"Windflower 4 Association" shall have the meaning set forth in Recital Paragraph H above.

"Windflower 4 Common Areas" are (a) the private alleys located on the Plat, (b) the green space areas within the Project along Sawmill Boulevard and Mill Road (1200 East) shown and labeled on the Plat as Common Space, (c) any rights, interests and titles to use or share in the Sawmill Master Common Areas, and (d) any other real property including without limitation, all easements of the Project and all perimeter fences around the Project and all areas, lawns and

landscaping between said perimeter fences and any contiguous property or public streets or sidewalks, as specifically shown on the Plat as Windflower 4 Common Space. The Windflower 4 Common Areas shall be owned by the Windflower 4 Association, and all Windflower 4 Common Areas shall be managed and controlled by the Windflower 4 Association for the common use and enjoyment of the Owners as more fully described in this Declaration. Under certain circumstances the Windflower 4 Association shall have the right, interest and authority to install, manage or help manage the Other Brookside Common Areas.

"Windflower 4 Declarant" shall mean Regal Windflower 4, LLC, a Utah limited liability company, its successors or assigns.

"Windflower 4 Insurance" If and as required pursuant to Title 57, Chapter 8a, Sections 401 – 407 of the Utah Code, the Windflower 4 Association shall maintain, to the extent reasonably available, (a) subject to Section 57-8a-405 of the Utah Code the blanket property insurance or guaranteed replacement cost insurance on the physical structure of all of the attached Units and Windflower 4 Common Areas, insuring against all risks or direct physical loss commonly insured against, including fire and extended coverage perils; and (b) subject to Section 57-8a-406 of the Utah Code, liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Windflower 4 Common Areas.

"Windflower 4 Property" shall mean the land upon which the Project is situated, as more particularly described in Paragraph E of the Recitals above, and as may be added to by amendment. The Windflower 4 Property is also sometimes referred to in this Declaration as the "Phase 4 Property".

ARTICLE II

DIVISION OF PROJECT

2.1. **Submission to the Applicable Law.** All of the Windflower 4 Property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and improved as a single family, attached and detached, residential project to be known as Windflower 4. All of said Windflower 4 Property is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots and Units. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Windflower 4 Declarant, its successors and assigns (provided that any successor of any Windflower 4 Declarant shall only be deemed to have assumed those obligations and liabilities arising after the date of any executed assignment or transfer to such successor Windflower 4 Declarant), and any person acquiring, leasing or owning an interest in the real property and improvements comprising the Project, their leases, heirs, executors, administrators, devisees, successors and assigns.

2.2. **Division into Units.** The Project is hereby divided into twenty-seven (27) Units as more particularly described on the Plat. The Owner of each Unit, regardless of the size, purchase price or location of the Unit, shall have an equal undivided interest in, and right to use, the

Windflower 4 Common Areas and the Sawmill Master Common Area. The Windflower 4 Declarant, with the recordation of this Declaration, hereby quit claims all of its right, title and interest in and to all of the Windflower 4 Common Areas, as more particularly shown on the Plat, without warranty, to the Windflower 4 Association, to be held and administered in accordance with the provisions of this Declaration.

2.3. Easements. The Windflower 4 Declarant, its successors and assigns, shall have a transferable easement over and on the Windflower 4 Common Areas for the purpose of doing all things reasonably necessary and proper for the construction, completion, development, marketing and sale of the Project.

ARTICLE III IMPROVEMENTS

3.1. Description of Improvements. The Project will consist of twenty-seven (27) Units as shown on the Plat. Each of the Units has been or shall be principally constructed of wood frame, brick, stucco, stone, hardy-board, sheetrock interiors and asphalt shingle roofs, and such other materials as allowed by current building codes or as otherwise directed by Declarant (unless the Owner of a Unit voluntarily chooses to contribute a Unit to the Windflower 4 Association as open space in which case such Unit shall cease to be considered a Unit but instead shall be changed to be part of the Windflower 4 Common Areas).

3.2. Description and Legal Status of Units. The Plat shows the number of each Unit. All Units and appurtenant rights shall be capable of being independently owned, encumbered and conveyed.

ARTICLE IV NATURE AND INCIDENTS OF OWNERSHIP

4.1. Repair and Maintenance Rights and Duties of Windflower 4 Association. Subject to the provisions in this Declaration pertaining to eminent domain and destruction of improvements, the Windflower 4 Association shall maintain, repair and replace the Windflower 4 Common Areas and all improvements, lawns and landscaping thereon, or shall contract for such maintenance, repair and replacement to assure maintenance of such areas are in good condition, reasonable wear and tear excepted. Throughout the Windflower 4 Common Areas there shall be both traditional lawns that will be regularly cut on a weekly basis and possibly other grassy areas consisting of farm grass. If farm grass is installed, it is longer, watered less regularly and more rural in nature. Farm grass is purposely kept long to give variety and beauty to a subdivision like Windflower 4. It is mowed about once or twice a summer with the general goal of keeping it about knee height. Alternatively, Declarant may choose to install decorative stone, gravel or other commonly used landscape material in the Windflower 4 Common Areas.

4.2. City's Rights of Maintenance. City shall have the right, but not the duty, to require, and, if necessary, perform, at the Windflower 4 Association's expense, landscaping, maintenance, and snow removal within the Windflower 4 Common Areas if the Windflower 4

Association fails adequately to perform such. In the event City exercises this right, the City shall be entitled to recover any associated costs and attorney fees from the Windflower 4 Association.

4.3. Utilities, Landscaping Installation, Repair and Maintenance Rights and Duties of Owners.

4.3.1 Except for the Windflower 4 Common Areas which the Windflower 4 Association is required to maintain and repair as provided in Section 4.1 above, each Owner shall, at her sole cost and expense, pay for any and all electricity, power, gas, water, sewer and all other utilities used on or directly arising from the Owner's Unit.

4.3.2 It shall be each Owner's responsibility at her sole cost and expense to install irrigation and attractive landscaping for the front yard, side yard and rear yard of his or her Unit; provided, however, that the Windflower 4 Declarant shall install the landscaping for each of that attached Units Nos. 417 – 424.

(a) Attractive perennial flowers, bushes, shrubs and trees incorporated with a lawn design are encouraged to be included in each Owner's Unit's landscaping; however, for purposes of this requirement, an irrigated, well-kept lawn alone installed in the front yard, side yard and rear yard shall be deemed to satisfy this requirement. Well designed, attractive, executed, irrigated, weeded and maintained sere landscaping that is drought resistant also is encouraged and may be allowed on a Unit with prior review and written approval of the Architectural Committee.

(b) Any Units acquired by an Owner for which the Owner takes title between April 15th to July 31st shall have the landscaping for the Unit described herein completed within ninety (90) days of the date that the conveyance of title to the Owner was recorded. For all other Units that are conveyed to an Owner on a day before April 15th or after July 31st, the landscaping for a Unit described herein shall be completed by the immediately following July 15th (within twelve months of the Owner taking title to the Unit).

4.3.3 Except for the buyers of Units Nos. 417 – 424, each Owner that purchases a Unit from the Windflower 4 Declarant shall include in the payments to be made at closing and settlement on the Unit the estimated landscaping costs for the Unit as determined by the Windflower 4 Declarant. Such estimated landscaping costs shall be held by the Windflower 4 Declarant until the Owner has completed the landscaping to the Windflower 4 Declarant's satisfaction, at which time the escrowed funds shall be returned to the Owner. If any Owner does not complete such required landscaping to the Windflower 4 Declarant's satisfaction by the applicable time specified above, then the Windflower 4 Declarant and its contractors upon prior notice to the delinquent Owner shall have the right to enter the Unit and complete this landscaping. The costs for such landscaping plus a management fee of 20.0% to the Windflower 4 Declarant shall be first paid out of the escrowed funds and any excess amounts owing shall be promptly paid by the delinquent Owner. Any failure of such delinquent Owner to promptly pay this shortage shall accrue late interest of fifteen percent (15%) per annum and the total shortage amount plus late interest and the Windflower 4 Declarant's costs of collection and reasonable

attorney fees shall constitute a lien against the delinquent Owner's Unit that may be foreclosed upon by the Windflower 4 Declarant or its successors and assigns (including, without limitation, the Windflower 4 Association).

4.3.4 Each Owner at his sole cost and expense shall maintain in good condition, clean, repair and replace as necessary all exterior, interior, structural and non-structural components of all Units and all improvements and residential structures located thereon including, without limitation, the roofs, foundations, siding, stucco, cedar, hardy-board, stone, brick, doors, windows, asphalt shingles, air conditioning and heating units, appurtenant hardware and accessories as well as all landscaping, grass, trees, plantings and fences located thereon in the present or in the future; provided, that this maintenance, repair and replacement obligation shall be modified for the Owners of attached Units as described in Article XI below. Each Owner shall perform these maintenance, repair and replacement obligations subject to the direction of the (i) Architectural Committee with regard to the landscaping and with respect to the color and other oversight mandated by Article V below (except for any Units owned by Windflower 4 Declarant that shall not be subject to such color and oversight by the Architectural Committee) and by (ii) the Board of Directors with respect to the Owner's payment of costs and expenses and the performance of basic maintenance and repairs (except with respect to any appeals under Article V below); provided, however, each Owner shall have the exclusive right without direction or oversight from the Board of Directors to paint, plaster, panel tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, and doors of his improvements on or to the Unit.

4.3.5 In the event an Owner fails to maintain his Unit in clean and good condition, or to provide other maintenance, repair and/or replacements as provided in this Section 4.3 and/or Section 4.13 below in a manner which the Board deems necessary to preserve the appearance and value of the property, the Board may notify the Owner of the work required and request it be done within sixty (60) days (or less for landscaping maintenance) from the giving of such notice. In the event the Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner, and, if necessary, lien his Unit for the amount thereof.

4.3.6 For the purpose of performing any cleaning, maintenance, repair and/or replacement as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the Windflower 4 Common Area or to other Units, or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Windflower 4 Association (and its agents and employees) shall have an irrevocable easement over and onto all portions of the land on which the Unit sits, and shall also have the irrevocable right, after reasonable notice to the Owner, and at reasonable hours, to enter any Unit.

4.4. Snow Removal. Each Owner shall be solely responsible to timely remove all of the snow from his or her driveway, steps and the walkways adjoining the Owner's Unit.

4.5. Title. Title to a Unit within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may

be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

4.6. Prohibition Against Subdivision of Unit or Units. No Owner (except for and excluding Windflower 4 Declarant), by deed, plat or otherwise, shall subdivide or in any manner cause his Unit to be separated into physical tracts or parcels, or cause or allow more than one Unit to exist in any location where a Unit is shown to exist on the Plat, without the prior written consent of the Windflower 4 Declarant during the period of administrative control (defined hereafter), or the Windflower 4 Association after the end of the period of administrative control.

4.7. Ownership and Use of the Windflower 4 Common Areas. The Windflower 4 Association shall own all Windflower 4 Common Areas for the common use and enjoyment of the Owners (and the other homeowners in the Sawmill Master Association if and to the extent required by the Sawmill Master Declaration) until such time as the Windflower 4 Common Areas have been dedicated to the City for the public's shared use. The Windflower 4 Association shall have the exclusive right and obligation vis-à-vis the Owners to manage and maintain all Windflower 4 Common Areas. Each Owner shall have an irrevocable license and easement to use, occupy and enjoy the Windflower 4 Common Areas (and, if and to the extent provided under the Sawmill Master Declaration, the Sawmill Master Common Area) in common with all other Owners until such time as the Windflower 4 Common Areas (and the Sawmill Master Common Area, if and to the extent applicable) are dedicated to the City for shared use with the public. Except as otherwise-provided in this Declaration, each Owner shall be entitled to the nonexclusive use of the Windflower 4 Common Areas and Common Facilities in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Windflower 4 Association (and the Sawmill Master Association, if and to the extent applicable). Each Owner will be responsible for an equal share of the taxes, insurance, maintenance, water usage or lease of water rights and other costs and expenses relating to the Windflower 4 Common Areas, the Common Facilities, and the Sawmill Master Common Area with regard to the Project's share of the same.

4.8. Supervision of Use of the Windflower 4 Common Areas. The Board can suspend the rights and easement of any Member, and the persons deriving such rights and easements from any Member, for use and enjoyment of any recreational facilities located within the Windflower 4 Common Areas, for any period during which the payment of any assessment against the Member and his Unit remains delinquent; provided, however, that any suspension for nonpayment of any assessment shall not constitute a waiver or discharge of the Member's obligation to pay assessments as provided in this Declaration.

4.8.1. The Board has the right and power, on behalf of the Windflower 4 Association, to consent to or otherwise cause the construction of additional improvements on the Windflower 4 Common Area, in certain circumstances the Sawmill Master Common Area and to consent to or otherwise cause the alteration or removal of any existing improvements on the Windflower 4 Common Area for the benefit of the Members of the Windflower 4 Association; and,

4.8.2. The Board has the right and power, on behalf of the Windflower 4 Association, to consent to or join in the dedication, grant or conveyance of easements, licenses or rights of way in on or above the Windflower 4 Common Area for purposes not inconsistent with the intended use of the Property as a residential development.

4.9. Damage by Member. Each Member shall be liable to the Windflower 4 Association for any damage upon any Unit or upon the Windflower 4 Common Areas or Sawmill Master Common Area not fully reimbursed to the Windflower 4 Association by insurance, if the damage is sustained because of the negligence or willful misconduct of the Member, his guests, tenants, or invitees, or any other persons deriving their right and easement of use and enjoyment of the Windflower 4 Common Area or the Sawmill Master Common Area from the Member, or his or their respective family and guests, both minor and adult. However, the Windflower 4 Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Windflower 4 Association, and the Windflower 4 Association further reserves the right to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the person for whom the Member may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Windflower 4 Association by insurance shall be a Special Assessment against the Unit of the Member liable for the damage and may be enforced as provided hereby for the enforcement of any other Assessment.

4.10. Damages Relating to Trail Users. Each Member shall hold the Windflower 4 Declarant and Windflower 4 Association harmless from and relating to any and all claims, demands, liabilities, causes of action, damages, costs, losses and expenses of every kind, nature and description or character, which arise out of, are connected with, or related to, any and all damages caused by any members of the public who use the trails, paths, sidewalks or roads of the Project, as well as any trespasses, damages, assaults or other incidents which may arise out of contact with such members of the public and the parties accompanying them.

4.11. Inseparability. Title to any part of a Unit within the Project may not be separated from any other part thereof. Every devise, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the entire Unit, together with an appurtenant rights created by law or by this Declaration, including appurtenant membership in the Windflower 4 Association as hereinafter set forth, and an irrevocable license to use, occupy and enjoy the Windflower 4 Common Areas, the Common Facilities, and the Sawmill Master Common in common with all Owners, the other owners and members of the Sawmill Master Association and the public once the Windflower 4 Common Areas, the Common Facilities and the Sawmill Master Common Area are dedicated to the City.

4.12. No Partition. The Windflower 4 Common Areas and Common Facilities shall be owned by the Windflower 4 Association until dedication in accordance with the provisions of this Declaration, and no Owner nor the Windflower 4 Association may bring any action for partition thereof except as allowed by law.

4.13. Separate Mortgages by Owners. Each Owner shall have the right to mortgage or otherwise encumber his Unit. Neither Owner nor the Windflower 4 Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Windflower 4 Common Areas and Common Facilities, the Sawmill Master Common Areas, or any part thereof except as to the undivided interest therein appurtenant to the Unit. Any mortgage or other encumbrance of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

4.14. Separate Taxation. Each Unit within the Project shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. The Windflower 4 Common Areas shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments and other charges on each respective Unit shall be separately levied against the Owner thereof. All such taxes, assessments and other charges on the Windflower 4 Common Areas owned by the Windflower 4 Association shall be separately levied against the Windflower 4 Association. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

4.15. Mechanics' Liens. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or contractor shall create any right to file a statement, claim or notice of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same.

4.16. Description of Unit. Every contract for the sale of a Unit and every other instrument affecting title to a Unit within the Project may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership.

4.17. Mortgages and Liens by the Windflower 4 Association. The Windflower 4 Association shall not attempt, nor shall it have the right, to mortgage or otherwise encumber the Windflower 4 Common Areas and Common Facilities or any part thereof. No labor performed or material furnished for use in connection with the Windflower 4 Common Areas and Common Facilities shall create any right to file a statement, claim or notice of mechanic's lien against the Windflower 4 Common Areas and Common Facilities.

ARTICLE V ARCHITECTURAL & LANDSCAPE CONTROL

5.1. Architectural Committee. The Windflower 4 Association shall have an Architectural Committee to approve color palettes for Units. These color palettes shall be used in

rendering its decisions. So long as the Windflower 4 Declarant owns any Unit in the Project, the Architectural Committee shall consist of three (3) members, each of whom shall be appointed by, and serve at the pleasure of, the Windflower 4 Declarant. At such time as the Windflower 4 Declarant no longer owns any Unit within the Project, the Architectural Committee shall consist of three (3) members which shall be appointed by the Board. The Architectural Committee members are not required to be Owners or Home Owners. Unless and until the Architectural Committee is appointed under this provision, the functions of the Architectural Committee shall be carried out by the Board.

5.2. Prohibition of Alteration of the Original Color Palettes. The original color palettes for the Units in the Project are referred to below as the "Original Color Palettes." Other than alterations or improvements made by the Windflower 4 Declarant, no alteration of any kind to the Original Color Palettes, and no exterior painting or staining of any kind in violation thereof, shall be commenced, erected, or maintained upon the Property, until the same has been approved in writing by the Architectural Committee.

5.3. Plans and Approval. Plans and specifications showing the color of any alteration to the Original Color Palettes (other than those done by Windflower 4 Declarant) shall be submitted to the Architectural Committee for approval as to harmony of external design, and as to location in relation to surrounding structures. No permission or approval shall be required to repaint in accordance with plans and specifications for the Original Color Palettes, or to rebuild in accordance with plans and specifications previously approved by the Architectural Committee or Board.

The Architectural Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee or Board. Any application submitted to the Architectural Committee pursuant to this Article shall be deemed denied, unless written approval or a request for additional information or materials by the Architectural Committee or Board shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by the Architectural Committee or Board of all required materials.

5.4. Appeal to the Board. If an Owner is dissatisfied with a decision of the Architectural Committee regarding the Owner's application, the Owner may make a written appeal of the Architectural Committee's decision to the Board. The Board in its sole discretion may choose to hear or not hear the appeal. The Board will notify the appealing Owner within ten (10) days of its receipt of the appeal if the Board decides to hear it (any failure by the Board to respond to the appealing Owner shall be deemed to be a rejection of the appeal). If the Board chooses to hear the appeal, the Board will provide an opportunity for the appealing Owner to submit additional materials to the Board and/or meet with the Board to explain the Owner's position. Such submittals and/or meeting shall occur within thirty (30) days from the Board's notice to the appealing Owner of its willingness to review the appeal. The Board will review the additional materials and/or statement made in the presence of the Board in keeping with the objectives and policies set forth in this Declaration as the same are determined, evaluated and

weighed in the Board's sole discretion. The Board will communicate its written decision to the appealing Owner and the Windflower 4 Declarant within fifteen (15) days after the later of the submission date of the additional materials from the appealing Owner or the Board's meeting with the Owner. Any approval or modified approval of the appealing Owner's proposed work or construction may contain such terms and conditions as the Board determines. In the case of disapproval, the Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections to the Owner's proposal. The decision of the Board shall be final and not subject to further appeal; provided, however, that until such time as the Windflower 4 Declarant has sold the last Unit to a person intending reside on a full or part-time basis in the Project, the Windflower 4 Declarant may within ten (10) days of the Board's written decision veto such decision.

5.5 Limited Period of Approval. If construction does not commence on an Owner's proposal or project for which plans and specifications have been approved within eighteen (18) months after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed work. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Committee or Board grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Windflower 4 Association, Windflower 4 Declarant or any aggrieved Owner.

5.6 Non-liability of Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Windflower 4 Association, or to any Owner for any loss, damage or injury arising out of, or in any way connected with the performance of the Architectural Committee's duties hereunder unless due to the willful misconduct or bad faith of the Architectural Committee or member. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement or alteration, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Project generally, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

ARTICLE VI EASEMENTS

6.1. Easements for Encroachment. If any part of a Unit encroaches or shall hereafter encroach upon any Windflower 4 Common Area, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Windflower 4 Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of one or more of the Units or any improvements constructed or to be constructed within the Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

6.2. Easements for Maintenance. The Windflower 4 Association shall have the irrevocable right to have access from time to time to all Windflower 4 Common Areas during such reasonable hours as may be necessary for the maintenance, cleaning, repair and replacement thereof or for making emergency repairs at any time herein necessary to prevent damage to the Windflower 4 Common Areas and Common Facilities.

6.3. Right to Ingress and Egress. Each Owner shall have the right to ingress and egress over, upon and across the Windflower 4 Common Areas as necessary for access to such Owner's Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

6.4. Windflower 4 Association's Right to Use Windflower 4 Common Areas. The Windflower 4 Association shall have an easement to make such use of the Windflower 4 Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Windflower 4 Common Areas facilities for use by Owners generally or by the Windflower 4 Association and its agents exclusively.

6.5. Easement for Completion of Project. The Windflower 4 Declarant shall have a transferable easement over and on the Windflower 4 Common Areas for the purpose of completing construction of the Project and improvements therein as shown on the Plat and for the purpose of doing all things reasonably necessary or appropriate in connection therewith. To the extent that damage is negligently inflicted on any part of the Project by any Windflower 4 Declarant employee or contractor utilizing said easement, the Windflower 4 Declarant and the person causing the damage shall be liable for the prompt repair of such damage.

6.6. Easements Deemed Created. All conveyances of Units within the Project hereafter made, whether by the Windflower 4 Declarant or otherwise, shall be construed to grant and reverse such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

6.7. Easements Reserved by Windflower 4 Declarant and Windflower 4 Association. The Windflower 4 Association shall have the power to grant and convey to any third party and the Windflower 4 Declarant hereby reserves unto itself easements and rights-of-way, including but not limited to rights of ingress and egress, in, on, over and under the Windflower 4 Common Areas, the Common Facilities, the front fifteen feet (15') of each Lot and the back ten feet (10') of each Lot, for the purpose of constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility services to the Project.

ARTICLE VII RESTRICTIONS ON USE

7.1. Residential Uses Only. Each Unit contained in the Project is intended to be used for either attached or detached, single-family residential housing and is restricted to such use

except for (i) short term rentals as permitted under Section 7.10 below, and (ii) a Unit that is conveyed to the Windflower 4 Association to be used as open space in the Common Areas. No Unit shall be used for business or commercial activity; provided, that nothing herein shall be deemed to prevent the Windflower 4 Declarant, its affiliates or the Windflower 4 Declarant's duly authorized agent from using any Units owned by the Windflower 4 Declarant, any Units owned by any Owners pursuant to a license or consent from such Owner to Windflower 4 Declarant to use the same, or any part of the Windflower 4 Common Areas and Common Facilities, as sales models, business offices for Declarant's business purposes or property management offices.

7.2. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause unreasonable embarrassment, disturbance or annoyance to Owners (as determined by the Board). No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property. No unsightly articles shall be permitted to remain on the Project. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view except on garbage collection days. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on the Project.

7.3. Restriction on Signs. Except as may be temporarily necessary to caution or warn of physical danger, and except for temporary signs, reasonable in size, design and location, for the sale of a Unit by the Windflower 4 Declarant or other Owner thereof, no signs or advertising devices of any nature, including without limitation commercial, political, opinion, informational or directional signs or devices, shall be erected or maintained on any portion of the Project or Unit without the prior inspection and written approval of the Windflower 4 Association. If the Windflower 4 Association consents to the erection of any such signs or devices, the same shall be promptly removed at the request of the Windflower 4 Association. None of the foregoing shall be construed as to limit in any way Windflower 4 Declarant's right and easement to locate and relocate its sales offices and all similar signs, banners or similar sales devices upon the Common Areas and Common Facilities as permitted under Section 7.1 and Article XV hereof. Any refusal by an Owner to immediately remove a sign upon the written request of the Windflower 4 Association shall be subject to a fine of \$100.00/day for the first offence, \$200.00/day for the second offence, \$300.00/day for the third offence and so on, with any unpaid balance including the Windflower 4 Association's legal fees constituting a lien on the Owner's Unit that may be enforced and foreclosed by the Windflower 4 Association.

7.4. Antennas and Satellite Dishes. No Owner shall be permitted to construct, use or operate his own external radio, television antenna, or other electronic antenna without the consent of the Windflower 4 Association. No satellite dish shall exceed three feet in diameter and the location must be approved by the Windflower 4 Association.

7.5. No Obstructions. There shall be no obstruction of the Windflower 4 Common Areas by any Owner. Except with the prior written consent of the Windflower 4 Association,

Owners shall neither store nor leave any of their property in the Windflower 4 Common Areas. Specifically, without limiting the generality of the foregoing, no vehicles of any kind may be parked at any time on any of the Windflower 4 Common Areas. No permanent parking (more than 48 hours in any 7-day period) shall be allowed on the road in the front of the Unit and no broken down vehicles shall be allowed to be left in the front or side yard of any Unit or otherwise open to public view.

7.6. Clotheslines. No exterior clotheslines shall be erected or maintained in any front yard or side yard of any Unit.

7.7. Prohibition of Damage and Certain Activities. Except with the prior written consent of the Windflower 4 Association, nothing shall be done or kept in or on any Unit, the Windflower 4 Common Areas, or in any other part of the Project, which may result in cancellation of any insurance on the Project or any part thereof, nor shall anything be done or kept in or on any Unit which may increase the rate of insurance on the Project or any part hereof over that which the Windflower 4 Association, but for such activity, would have to pay. Nothing shall be done or kept in or on any Unit or in the Windflower 4 Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental authority: No damage to, or waste of, the Windflower 4 Common Areas or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the Windflower 4 Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his guests, lessees, licensees or invitees.

7.8. Rules and Regulations. The owners shall comply with all of the rules and regulations governing use of the Units and Windflower 4 Common Areas and Common Facilities, as such rules and regulations may from time to time be adopted, amended or revised by the Windflower 4 Association, in the sole discretion of its Board of Directors.

7.9. Construction Period Exemption. During the course of actual construction of any structures or improvements which are permitted to be located on the Project, the provisions, covenants, conditions and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions or restrictions following completion of such construction.

7.10. Short-Term Rentals. Owners may rent their Units for more than thirty (30) days. Owners also may rent any of their Units that are a single family detached residential dwelling for a period of less than thirty (30) days to a single entity or person provided that the Owner first receives a business license from the City and otherwise fully comply with all of the short term rental requirements of City Code Section 5.26.010 to Section 5.26.080. Owners should carefully review all of these City requirements before obtaining such a business license and attempting to engage in a short term rental. The following are some, but not all, of these City Short Term Rental requirements:

7.10.1 Rental owners shall be onsite or be managed by a rental manager located within 10 miles of the rental property. Contact information for said rental managers shall be on file with the City and the City Police Department.

7.10.2 Exterior signs associated with rentals are prohibited.

7.10.3 Recreational Vehicles, Campers or other travel trailers are prohibited.

7.10.4 Tents or other temporary structures intended for sleeping are prohibited.

7.10.5 For Units that are "Owner Occupied" (meaning a dwelling in which the property owner, whether an individual, couple, or principal of an LLC or Trust, as listed on the County records, resides for no less than 6 months of the year), the entire dwelling shall be rented with a single reservation and occupancy shall not exceed that of a "Family" as defined in City Code Section 18.08.200, or 8 individuals, whichever is more.

7.10.6 For Units that are not Owner Occupied, the entire dwelling shall be rented with a single reservation and occupancy shall be limited to 1 lodger per 200 square feet, not to exceed 12 lodgers.

7.10.7 Lodgers shall not park on the street. All cars shall be located in a garage, driveway or permitted parking area.

7.10.8 Lodgers shall be limited to no more than 4 cars, based upon off street parking availability.

7.10.9 Lodgers and the Owners of the Units shall ensure that they fully comply with the Quiet Hours and Noise Restrictions as outlined in City Code Section 9.22.020 (with the assumption that noise that disturbs the peace is assumed to violate Section 9.22.020 if it comes between the hours of 10:00 pm and 7:00 am).

In addition to these City Short Term Rental requirements, no short term rental shall be allowed within the Project that is for less than twenty-four (24) hours. Further, all short term rentals must comply with all of the terms and conditions of this Declaration and all rules and regulations adopted by the Windflower 4 Association.

In the event of any rentals of Units that violate these provisions or the other provisions of this Declaration, the Owner(s) violating the covenant contained herein shall be subject to (i) a special fee equal to the greater of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per night or the gross rental revenues received from such rentals, plus in each case late fees of eighteen percent (18%) per annum for any failure to pay the same when demanded by Windflower 4 Declarant and/or the Windflower 4 Associations, (ii) reimbursement for any physical damages and extra management and security fees caused by such rentals, (iii) the Windflower 4 Declarant's and/or Windflower 4 Association's legal fees and costs of collection incurred in connection with such violations, (iv) remedies of specific performance enjoining such actions, and (v) any and all other remedies provided in this Declaration, the rules and regulations

adopted by the Windflower 4 Association and applicable statutes and ordinances. The remedies provided herein are non-exclusive and are cumulative.

7.11. Window Covers. Curtains and drapes (with a white lining), shutters or blinds of a neutral color may be installed as window covers, subject to the Board's absolute discretion. No blankets, towels, cardboard, newspaper, paper or any other items the Board deems to be inappropriate may be used as window covers. No window shall be covered with aluminum foil or similar material. No window tinting or mullions shall be allowed without the prior written approval of the Architectural Committee.

7.12. Sculptures/Flags. No outdoor sculptures and/or flags shall be permitted except by written approval of the Architectural Committee.

7.13. No Patio/Deck Storage. No storage of any kind shall be permitted on decks or patios. Patio furniture and portable barbecue grills in good condition may be maintained on decks and patios to the extent such decks and patios are part of the Unit (as built by Declarant or and/or approved by the Architectural Review Committee).

7.14. No Warranty of Enforceability. While Windflower 4 Declarant has no reason to believe that any of the restrictive covenants contained in this Article 7 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Windflower 4 Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Likewise, Windflower 4 Declarant makes no warranty or representation that the restrictive covenants contained in this Article 7 will not be changed, modified or eliminated by Windflower 4 Declarant or the Windflower 4 Association. Each Unit Owner shall assume all risks of the validity, enforceability and potential change or modification of the restrictive covenants in Article 7 and, by acquiring the Unit agrees to hold Windflower 4 Declarant harmless therefrom.

ARTICLE VIII THE WINDFLOWER 4 ASSOCIATION

8.1. Membership. Each Owner shall be entitled and required to be a Member of the Windflower 4 Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by said Owner. Each Unit shall have only one (1) vote appurtenant thereto, regardless of whether the Unit possesses a home with a certificate of occupancy, whether it is an attached or detached home, or if it is a vacant lot or a lot with a home under construction. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from membership in the Windflower 4 Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Unit shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the Owner's membership

in the Windflower 4 Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Windflower 4 Association, and membership in the Windflower 4 Association may not be transferred except in connection with the transfer of a Unit. Unless otherwise expressly provided in this Declaration, the Windflower 4 Association's approval of any action shall require fifty-one (51) percent of the total outstanding votes of the Windflower 4 Association.

8.2. Board of Directors. The Board of Directors shall initially consist of three (3) members who can be increased up to as many as five (5) members upon the majority vote of the existing Board of Directors or the majority vote of the Owners at a duly called meeting of the Owners. The Windflower 4 Declarant reserves the right to appoint all of the Board of Directors until the first of the following occurs (such period of time being referred to in this Declaration, and for purposes of the provisions of the Community Windflower 4 Association Act under Utah Code Section 57-8a-101 et seq., as the "period of administrative control"):

(a) Seven (7) years from the date of recordation of this Declaration; or

(b) The date on which one hundred percent (100%) of the Units in the Project have each (i) had a single family residence built upon it, (ii) received a certificate of occupancy, and (iii) had title to such Units conveyed by Windflower 4 Declarant to the respective, unaffiliated, third-party Owners with such conveyances having been recorded with the Wasatch County Recorder.

8.3. Amplification. The provisions of this Article VIII may be amplified by the Articles of Incorporation and Bylaws of the Windflower 4 Association; provided, however, that no such amplification shall substantially alter or amend any of the express rights or obligations of the Windflower 4 Declarant and the Owners set forth in this Declaration.

ARTICLE IX

CERTAIN RIGHTS AND OBLIGATIONS OF THE WINDFLOWER 4 ASSOCIATION

9.1. The Windflower 4 Common Areas. The Windflower 4 Association shall be responsible, as described in Sections 4.1 and 4.7 and subject to the rights and duties of the Owners as set forth in this Declaration, for the exclusive management and control of the Windflower 4 Common Areas and Common Facilities and all improvements thereon, including the payment of all Common Expenses defined herein. The Windflower 4 Association shall also be responsible for maintenance, repair and replacement of all Common Facilities, trails, fences and all other improvements or other material located within, on or used in connection with the Windflower 4 Common Areas. The specification of duties of the Windflower 4 Association with respect to particular Windflower 4 Common Areas shall not be construed to limit its duties with respect to other Windflower 4 Common Areas, as set forth in the first sentence of this Section. All goods and services procured by the Windflower 4 Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

9.2. Manager. The Windflower 4 Association may by written contract delegate in whole or in part to a professional Manager such of the Windflower 4 Association's duties,

responsibilities, functions and powers hereunder as are properly delegable. The services of any Manager retained by the Windflower 4 Association shall be paid for with funds from the Common Expense Fund.

9.3. Miscellaneous Goods and Services. The Windflower 4 Association may obtain and pay for the services of such personnel as the Windflower 4 Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Windflower 4 Association or by any person or entity with whom or with which it contracts. The Windflower 4 Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project, the enforcement of this Declaration, or any other matter. In addition to the foregoing, the Windflower 4 Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas and other necessary or desirable utility services for the Common Areas and insurance, bonds and other goods and services common to the Units.

9.4. Real and Personal Property. The Windflower 4 Association may acquire, hold and own real, personal and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. All of the Windflower 4 Common Areas and Common Facilities, including private water lines, shall be deeded by the Windflower 4 Declarant to the Windflower 4 Association. The maintenance, repair and replacement of all such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall become part of such Fund.

9.5. Rules and Regulations. The Windflower 4 Association, by action of its Board of Directors, may make reasonable rules and regulations governing the use of the Units and of the Windflower 4 Common Areas and Common Facilities, which rules and regulations shall be consistent with the rights and duties established in this Declaration and which may include, without limitation, per diem charges for continuing violations of such rules and regulations in addition to all other rights and remedies the Windflower 4 Association may possess for the actions or inactions giving rise to such violations. The Windflower 4 Association also may take judicial action against any Owner to specifically enforce performance and/or compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain monetary damages for noncompliance therewith, as permitted by law or at equity. In the event of such judicial action, the Windflower 4 Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

9.6. Granting of Easements. The Windflower 4 Association may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, utility, ingress, egress, construction and similar easements over, under, across and through the Windflower 4 Common Areas.

9.7. Implied Rights. The Windflower 4 Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

9.8. Reserves. The Windflower 4 Association shall maintain an adequate reserve fund for maintenance, repairs and replacement of those Windflower 4 Common Areas and Common Facilities that must be replaced on a periodic basis, and such reserves shall be funded from the monthly assessments as described in Article X below.

ARTICLE X ASSESSMENTS

10.1. Agreement to Pay Assessments. The Windflower 4 Declarant, for and as the Owner of the Project and every part thereof on the date hereof, hereby covenants, and each Owner of a Unit by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, also shall be deemed to covenant and agree with each other and with the Windflower 4 Association, to pay to the Windflower 4 Association all assessments, both regular and special, made by the Windflower 4 Association (whether acting through the Board or through the vote of the Windflower 4 Association members, as provided in this Article X) for the purposes provided in this Declaration (including, without limitation, any assessments that may be related to the Sawmill Master Common Areas and/or membership in the Sawmill Master Association). Such assessments shall be fixed, established, and collected from time to time as provided in this Article X.

10.2. Regular Assessments. Regular assessments shall be computed and assessed against all Units in the Project as follows:

(a) Common Expenses

(i) Annual Budget. On or before the 1st day of December of each year, the Board shall prepare, or cause to be prepared, an annual, operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project (the "Budget"). Each such Budget, together with a written statement from the Board outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Members on or before the 15th day of December of each year. Such Budget, with any changes therein, shall be voted on and/or adopted by the Members at each annual meeting of the Members together with the approval of Windflower 4 Declarant as described hereafter; provided, however, as set forth in Section 57-8a-215(5) of the Utah Code, during the period of administrative control, the Members may not disapprove the Budget. Said Budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said Budget shall also constitute a major guideline under which the Windflower 4 Association shall operate during such annual period. So long as Windflower 4 Declarant owns any Unit in the Project, Windflower 4 Declarant's vote shall be required to approve such operating Budget. If after the period of administrative control the Windflower 4 Association and Windflower 4 Declarant do not both vote in favor of such current Budget, or if for any reason Windflower 4 Declarant or the Board omits to approve a Budget for the current or coming year, then the Budget from the immediately prior year shall carry over to the current or coming year subject to a potential increase of up to five percent (5%) in the total Common Expense Fund (defined below) which may be imposed by Windflower 4 Declarant in its sole discretion.

(ii) Basis of the Budget. The Budget shall be based upon the Board's estimates of the cash required to provide for payment of the annual normal expenses (the Common Expenses) arising out of or connected with the ordinary maintenance and operation of the Windflower 4 Common Areas as well as the Project's contribution to the maintenance of the Sawmill Master Common Area. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management, governmental taxes and special assessments; premiums for all insurance that the Windflower 4 Association is required or permitted to maintain; normal repairs and maintenance; wages for Windflower 4 Association employees, including fees for a Manager, if any; normal utility charges; payment for any potable and irrigation water provided for the Units and the Windflower 4 Common Areas that have not already been paid (provided, however that instead of including within the Common Expenses those costs and expenses of any water payments attributable to the water usage by each individual Unit (instead of the Windflower 4 Common Areas), the Board may in its sole discretion require each Owner to separately reimburse the Windflower 4 Association and/or pay the provider of any water used for the individual water use of each of its Units); normal and not excessive legal and accounting fees; any normal and ordinary deficit remaining from a previous period; creation of a reasonable contingency reserve; normal and ordinary sinking or reserve funds required or allowed herein; and any other normal and ordinary expenses and liabilities which may be incurred by the Windflower 4 Association for the benefit of all of the Owners or by reason of this Declaration or the Applicable Law.

(iii) Annual Assessments. The Board shall establish a regular, annual assessment to be paid by each Owner to pay the Common Expenses as set forth in the duly approved Budget (the "Common Expense Fund"). The dates and manner of payment shall be determined by the Board and may include, without limitation, monthly payments. The foregoing method of assessing the Common Expenses to the Owners may be altered by the Board so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Owner be equal (except for the difference between Owners of attached Units versus Owners of detached Units, and the Windflower 4 Declarant as provided hereafter). Each monthly installment of the regular annual assessment shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date it becomes due and payable until paid. Failure of the Board to give timely notice of any annual or special assessment as provided in this Article shall not affect the liability of the Owner of any Unit for such assessment.

(b) Inadequate Funds. In the event the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment or in the event of any extraordinary or unpredicted costs or expenses, the Board may levy additional, special assessments in accordance with the procedure set forth in Section 10.3 below.

(c) Windflower 4 Declarant's Obligations. Notwithstanding the preceding provisions of this Sections 10.2 and 10.1 to the contrary, until ten (10) Units have been conveyed by Windflower 4 Declarant to purchasers thereof the Owner of each Unit (other than Windflower 4 Declarant) shall pay as its regular, annual assessment twelve monthly installment payments of (i) ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00) per month for Owners of detached Units; and (ii) ONE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS

(\$165.00) per month for Owners of attached Units. [The difference between the amount of monthly assessments paid by detached Unit Owners versus attached Unit Owners is due to the extra Windflower 4 insurance and maintenance paid by the Windflower 4 Association for attached Units.] Once the ten (10) Units have been conveyed by Windflower 4 Declarant, the Board shall set the amount of the regular, annual assessment that may be more or less than \$125.00-\$165.00 per month for a detached or attached Unit. Notwithstanding the preceding provisions of this Sections 10.2 and 10.1 to the contrary, Windflower 4 Declarant may from time to time in its sole discretion choose to submit itself to the provisions and regular annual assessments with twelve monthly installment payment obligations described in the foregoing Subsections 10.2(c)(i) and 10.2(c)(ii) for any such Units that Windflower 4 Declarant owns or in the alternative Windflower 4 Declarant may instead pay each month an amount equal to the remaining balance of the normal Common Expenses of the Project provided that in no event shall Windflower 4 Declarant be obligated to pay more for such remaining balance than Windflower 4 Declarant would have paid in total if Windflower 4 Declarant had paid the regular monthly installments described in Subsections 10.2(c)(i) and 10.2(c)(ii).

10.3. Special Assessments. In addition to the regular assessments authorized by Sections 10.1 and 10.2 above, the Board may levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Windflower 4 Association plus the affirmative vote of Windflower 4 Declarant so long as Windflower 4 Declarant owns any Unit in the Project, special assessments, payable over such periods of time as the Windflower 4 Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Windflower 4 Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Subject to Section 10.5 below, any amounts assessed pursuant hereto shall be apportioned equally among and assessed equally to all Owners. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any special assessments shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date such portions become due until paid.

10.4. Reserve Fund. A portion of the Annual Assessments shall be used to fund an adequate Reserve Fund. Until otherwise modified by the Board, five percent (5%) of all Annual Assessments collected shall be applied to the Reserve Fund. In addition, upon Windflower 4 Declarant's first sale of each Unit (as calculated from the conveyance of title to a Unit) to an unaffiliated, third party purchaser (that shall not include a conveyance of title to any affiliate of Windflower 4 Declarant or to the Windflower 4 Association), the purchaser shall pay THREE HUNDRED AND NO/100 DOLLARS (\$300.00) to the Windflower 4 Association that shall be deposited into the Reserve Fund and shall be non-refundable. Thereafter, upon the sale of any such Unit by said purchaser (as calculated from the conveyance of title to a Unit) to a third party purchaser (that shall not include a conveyance of title to a spouse, child or trust of said purchaser for estate planning purposes or to the Windflower 4 Association), the new third party purchaser shall pay FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00) to the Windflower 4

Association that shall be deposited into the Reserve Fund and shall be non-refundable. Every three (3) years the Board may increase this \$450.00 payment to account for inflation. Any failure to make any of these Section 10.4 payments shall be deemed to be an unpaid assessment secured against the Unit and collectible as provided in Section 10.6.

10.5. Allocation of Assessments. The Owners of any detached Units shall be assessed equally with the Owners of any other detached Units, and the Owners of any attached Units shall be assessed equally with the Owners of any other attached Units, unless the Board determines that an Owner's use of the Windflower 4 Common Areas is excessive or substantially outside the norm when compared to all of the other detached or attached Owners in the Project (depending on if the Owner in question owns a detached or attached Unit) in which case the Owner may be required to pay a greater assessment than these other Owners. Notwithstanding anything else contained in this Section 10.5, Windflower 4 Declarant shall not be required to pay the same assessments as the other Owners but may pay less or none as provided in Section 10.2(c) and/or the other provisions of this Declaration.

10.6. Lien for Assessments. All sums assessed to the Owner of any Unit within the Project pursuant to the provisions of this Article X, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Windflower 4 Association. The mere existence of this recorded Declaration hereby puts all parties on notice that each Unit within the Project is subject to a lien on such Unit in favor of the Windflower 4 Association for such unpaid sums as provided in Section 57-8a-301 of the Utah Code. Any purchaser, lender or other third party is required to communicate with the Windflower 4 Association (as provided in Section 10.8 below) to determine the amount of the sums being secured by such lien, and nothing further is required to put all such purchasers, lenders or other third parties on notice of the existence of such lien(s). However, the Windflower 4 Association also may voluntarily elect, in its sole discretion, to provide as extra evidence of a lien for the sums assessed pursuant to this Article X, by preparing a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such extra notice shall be signed and acknowledged by a duly authorized officer of the Windflower 4 Association and may be recorded with the Wasatch County Recorder. No such extra notice of lien shall be recorded until there is a delinquency in payment of the assessment. All such lien(s) described in this Section may be enforced by judicial foreclosure by the Windflower 4 Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall be required to pay for costs and expenses of such proceeding, including reasonable attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Windflower 4 Association any assessments against the Unit which shall become due during the period of foreclosure. The Windflower 4 Association shall have the right and power to bid-in at any foreclosure sale, and to own, lease, mortgage or convey the subject Unit.

10.7. Personal Obligation of Owner. The amount of any regular or special assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Windflower 4 Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Windflower 4 Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment

of any of the Common Areas and Common Facilities or by abandonment of his Unit, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Windflower 4 Association in connection therewith, including reasonable attorneys' fees.

10.8. Statement of Account. Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit and payment of any reasonable fee assessed, the Board shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Unit, and (b) the amount of the current regular assessment with respect to such Unit and the date such assessment becomes or became due. Such statement shall be conclusive upon the Windflower 4 Association in favor of persons who rely thereon in good faith.

10.9. Personal Liability of a Purchaser. A purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Unit up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recovery from the seller of the amount of such assessments paid by the purchaser for such assessments.

10.10. Assessments Part of Common Expense Fund. All funds received from assessments under this Article X shall be a part of the Common Expense Fund.

10.11. Amendment of Article. Except as may be necessary to conform to the law, as it may be amended from time to time, after the period of administrative control has passed, this Article X shall not be amended unless the Owners holding sixty-seven percent (67%) of the Total Votes of the Windflower 4 Association, with the affirmative vote of Windflower 4 Declarant so long as Windflower 4 Declarant owns any Unit in the Project being one of the votes in favor of such amendment, consent and agree to such amendment by a duly recorded instrument.

ARTICLE XI INSURANCE

11.1. Types of Insurance. If and as required pursuant to Title 57, Chapter 8a, Sections 401 – 407 of the Utah Code, the Windflower 4 Association shall maintain, to the extent reasonably available, (a) subject to Section 57-8a-405 of the Utah Code the blanket property insurance or guaranteed replacement cost insurance on the physical structure of all of the attached Units and Windflower 4 Common Areas, insuring against all risks or direct physical loss commonly insured against, including fire and extended coverage perils; and (b) subject to Section 57-8a-406 of the Utah Code, liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Windflower 4 Common Areas. As provided under Section 57-8a-405 of the Utah Code, the Owner is responsible for the Windflower 4 Association's insurance policy deductible. Until further written notice provided by the Board to the Owners (in the form and manner prescribed under Section 57-8a-214 of the Utah Code), the insurance policy deductible shall be Fifty Thousand and No/100 Dollars (\$50,000.00). In

connection therewith and for other good and beneficial reasons, the Board acting for and on behalf of the Windflower 4 Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

(a) Fire and Casualty Insurance. A policy or policies of insurance on the Common Areas of the Project and attached Units in such amounts as shall provide for replacement thereof in the event of damage or destruction from casualty against whom such insurance is customarily maintained by other projects similar in construction, design and use as determined by the Board (and the Board may even conclude that no such insurance is necessary). Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Board shall deem it appropriate to provide insurance protection as to the Common Areas and attached Units. The Windflower 4 Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Board's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Windflower 4 Association shall obtain a broad form of comprehensive liability insurance coverage for the Project, in such amounts and in such forms as the Board deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of any automobiles on behalf of the Windflower 4 Association and all activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) Workers' Compensation Insurance. Workers' compensation and employers' liability insurance and all other similar insurance with respect to employees of the Windflower 4 Association, if any, in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance or Bond. Fidelity insurance or a bond in such amounts and in such forms as the Board deems appropriate to cover against dishonesty of employees or the Manager, destruction or disappearance of money or securities, and forgery.

11.2. Form of Insurance. Insurance coverage on the Project, insofar as possible, shall be in the following form:

(a) Casualty and Flood Hazard Insurance. Casualty and hazard insurance in a form or forms naming the Windflower 4 Association as the insured, as trustee for the Owners and for the Windflower 4 Declarant whether or not the Windflower 4 Declarant is an owner, and which policy or policies shall specify the interest of each Owner (Owner's name and Unit number), and shall contain a standard, noncontributory mortgage clause in favor of each Mortgagee which from time to time shall give notice to the Windflower 4 Association of its Mortgage. The Windflower 4 Association shall furnish to each Owner, and to each Mortgagee requesting in writing the same, a certificate of coverage, including an identification of the Owner's interest.

(b) Public Liability and Property Damage Insurance. Public liability and property damage insurance which names the Windflower 4 Association as the insured, as trustee for each Owner, for the Manager, if any, and for the Windflower 4 Declarant, whether or not the Windflower 4 Declarant is an Owner, and which protects each Owner, the Manager, if any, and the Windflower 4 Declarant against liability for acts or omissions of any of them in connection with the ownership, operation, maintenance or other use of the Project.

11.3. Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Windflower 4 Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration in such amounts and in such forms as the Windflower 4 Association may from time to time deem appropriate.

11.4. Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project shall be vested in the Windflower 4 Association. In no event shall the insurance coverage obtained and maintained by the Windflower 4 Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

11.5. Insurance Carried by Owners. Each Owner is responsible for and shall obtain insurance, at his own election and expense, providing coverage upon his Unit, and all improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as is customary and reasonable including, without limitation, the Owners of attached Units shall make certain that his insurance covers the full amount of the Association's insurance policy deductible described above (in the event of any dispute regarding what is customary and reasonable, the Board's decision regarding the same shall govern); provided that if the insurer under said policy is the insurer under any policy issued pursuant to Section 11.1 through 11.3 above, then any insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under any of the insurance policies obtained by the Windflower 4 Association pursuant to this Article. The Windflower 4 Association shall have no obligation or responsibility to carry insurance on the detached Units, or any other improvements a part of or appurtenant to the Units.

11.6. Review of Insurance. The Board shall review annually the coverage and policy limits of all insurance on the Project and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Board may select.

ARTICLE XII DAMAGE OR DESTRUCTION

12.1. Windflower 4 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Windflower 4 Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Windflower 4 Common Areas or Sawmill Master Common Area upon their damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Windflower 4 Declarant or any Owner shall constitute an appointment by said grantee of the Windflower 4 Association as his attorney in fact as herein provided. As attorney in fact, the Windflower 4 Association shall have full and complete authorization, right, and power to make, execute, and delivery any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to execute the powers herein granted.

12.2. Destruction of the Windflower 4 Common Areas. Upon the damage or destruction of any portion of the Windflower 4 Common Areas, the Windflower 4 Association shall proceed to repair and reconstruct the Windflower 4 Common Areas. The Windflower 4 Association shall use insurance proceeds from the insurance it is obligated to carry to accomplish such repair and reconstruction. In the event insurance proceeds are insufficient to accomplish the repair and reconstruction as required herein, then the Windflower 4 Association shall levy a special assessment against all Owners pursuant to the provisions of Article X above to collect funds necessary to accomplish such repairs and reconstruction.

12.4. Repair or Reconstruction. As soon as possible after receiving estimates on the cost of repair or reconstruction, the Windflower 4 Association shall, if repair or restoration is to occur, diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Windflower 4 Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith.

12.5. Disbursement of Funds for Repair or Reconstruction. If repair or reconstruction is to occur, then the insurance proceeds held by the Windflower 4 Association and any amounts received from assessments shall constitute a fund for the payment of the costs of such repair and reconstruction. It shall be deemed that the first monies disbursed in payment for the costs of such repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all of the costs of such repair or reconstruction, such balance shall be distributed equally to the Owners.

ARTICLE XIII CONDEMNATION

13.1. Condemnation. If at any time or times all or any part of the Windflower 4 Common Areas shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Common Areas in lieu of condemnation, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

13.2. Proceeds. All compensation, damages and other proceeds from any such taking by power of eminent domain shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Windflower 4 Common Areas. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

ARTICLE XIV

COMPLIANCE WITH DECLARATION, ARTICLES OF INCORPORATION AND BYLAWS

14.1. Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Windflower 4 Association, rules and regulations promulgated by the Windflower 4 Association, and the decisions and resolutions of the Windflower 4 Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Windflower 4 Association or by an aggrieved Owner, including costs and reasonable attorneys' fees. In the event of any conflict between this Declaration (as amended), the Articles of Incorporation and Bylaws of the Windflower 4 Association, this Declaration shall control.

14.2. Enforcement and Remedies. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or any supplemental or amended Declaration, with respect to the Windflower 4 Association or Units within the Project, shall be enforceable by the Windflower 4 Declarant or by any Owner of a Unit within the Project subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any supplemental or amended Declaration, with respect to a person or entity or property of a person or entity other than the Windflower 4 Association or the Windflower 4 Declarant, shall be enforceable by the Windflower 4 Declarant or the Windflower 4 Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid, including costs and reasonable attorneys' fees.

ARTICLE XV

WINDFLOWER 4 DECLARANT'S SALES PROGRAM

15.1. Windflower 4 Declarant's Right to Promote and Sell the Project. Notwithstanding any other provisions of this Declaration, until Windflower 4 Declarant ceases to be a Unit Owner (hereinafter referred to as the "Occurrence"), Windflower 4 Declarant, its successors or assigns shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of Units owned by Windflower 4 Declarant.

(a) Sales Offices and Model Units. Windflower 4 Declarant, its successors and assigns, shall have the right to maintain sales offices, business offices and model units. Sales and business offices may be located (i) in Units (at any location) owned by Windflower 4 Declarant, (ii) in Unit(s) owned by Owners whom voluntarily lease, license or allow their Unit(s) to be used by Windflower 4 Declarant for this purpose, or (iii) on any of the Windflower 4 Common Areas. Windflower 4 Declarant shall have the right to maintain any number of model

units it may desire using the Units Windflower 4 Declarant owns, leases and/or obtains written permission from the Owner of such Unit(s).

(b) Promotional Devices. Windflower 4 Declarant, its successors and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners and similar devices at any place or places on the Project, but any such devices shall be of sizes and in locations as are reasonable and customary.

(c) Right to Use the Windflower 4 Common Areas and Common Facilities. Windflower 4 Declarant shall have the right to use the Windflower 4 Common Areas and Common Facilities of the Project, to entertain prospective purchasers or to otherwise facilitate Unit sales, provided said use is reasonable as to both time and manner.

15.2. Windflower 4 Declarant's Rights to Relocate Sales and Promotional Activities. Windflower 4 Declarant shall have the right from time to time to locate or relocate its sales and business offices, model units and signs, banners and similar devices, but in connection with each such location or relocation, Windflower 4 Declarant shall observe the limitations imposed by the preceding portions of this Article. Within a reasonable period of time after the happening of the Occurrence, Windflower 4 Declarant shall have the right to remove from the Project any sales structures not a part of a Unit, fixtures, improvements, signs, banners and similar sales materials and properties.

15.3. Limitation on Improvements by Windflower 4 Association During Sales Program. Prior to the Occurrence, the Windflower 4 Association shall not, without the written consent of the Windflower 4 Declarant, make any improvement to or alteration in any of the Windflower 4 Common Areas and Common Facilities, other than such repairs, replacements or similar matters as may be necessary to properly maintain the Windflower 4 Common Areas as they existed when initially constructed.

ARTICLE XVI MORTGAGEE PROTECTION

16.1. Mortgage Protection. No breach of any of the covenants, conditions, restrictions and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

16.2. Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Unit prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Unit made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

16.3. Prior Liens Relate Only to Individual Units. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Unit and not to the Project as a whole.

16.4. Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Unit by the foreclosure of the Mortgage on the Unit or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments and charges against the Unit which accrued prior to the date of the acquisition of title to such Unit by such acquirer (except for claims for the pro rata reallocation of such assessments or charges to all Units in the Project, including the mortgaged Unit). Any unpaid assessments shall be deemed to be Common Expenses collectible from all of the Units in the Project, including the Unit that has been acquired in accordance with the provisions of this Section.

16.5. Amendment. No provision of this Article XVI shall be amended without the prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Wasatch County, State of Utah, as of the date of such amendment.

ARTICLE XVII

MANDATORY DISPUTE RESOLUTION REQUIREMENTS AND WINDFLOWER 4 DECLARANT'S REPURCHASE OPTION

17.1. Statement of Intent. Prior to purchasing a Unit, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, an inspection on any Unit that Owner is purchasing or any other aspect of the Project, including, without limitation, the Windflower 4 Common Areas. Moreover, if any written warranty has been provided, it identifies the only items that are warranted by the Windflower 4 Declarant. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty if any warranty is provided, and having paid market price for a Unit in the condition it and the Units and Windflower 4 Common Area are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Windflower 4 Declarant and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Windflower 4 Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Units for years, unfairly prejudicing those Owners who must or want to sell their Unit during any period when litigation is pending. For this reason, the Owners, by purchasing a Unit, and the Windflower 4 Declarant covenant and agree that claims and disputes shall not be pursued through court action, but shall be asserted and resolved only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners, as set forth in the provisions of this Article 17. In addition, the Windflower 4 Association and the Owners agree that they take ownership and possession of the Units and Common Areas AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Windflower 4 Declarant specifically disclaims any and all warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

17.2. Binding Arbitration for All Disputes. To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Windflower 4 Association may have involving the Windflower 4 Declarant, or any agent, employee, executing officer, manager, affiliate or owner of the Windflower 4 Declarant, or any engineer or contractor involved in the design or construction of the Project, which arise from or are in any way related to a residence or other Improvement on a Unit, Windflower 4 Common Areas, party wall, or any other Improvement on or component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Windflower 4 Declarant and any Owner or between or involving the Windflower 4 Declarant and the Windflower 4 Association. Arbitration proceedings, however, shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 17.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include the following:

17.2.1. Any allegation that a condition in any of the residences on the Units, the Windflower 4 Common Areas, the Sawmill Master Common Area, or other Improvements in the Project is or involves a construction defect;

17.2.2 Any disagreement as to whether an alleged construction defect has been corrected;

17.2.3 Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;

17.2.4 Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;

17.2.5 Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;

17.2.6 Any alleged violations of consumer protection, unfair trade practice, or other statutes or laws;

17.2.7 Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;

17.2.8 Any allegation that any condition existing in the Project or created by the Windflower 4 Declarant (or any of its contractors), including construction-related noise, dust, dirt storage, excavation materials processing and traffic, is a nuisance, a defect, or a breach of any implied warranties of habitability or other implied warranties;

17.2.9 Any disagreement concerning the scope of issues or claims that should be submitted to binding arbitration;

17.2.10 Any disagreement concerning the timeliness of performance of any act to be performed by Windflower 4 Declarant or any of its contractors;

17.2.11 Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;

17.2.12 Any disagreement or dispute regarding management of the Windflower 4 Association, or regarding reserve studies or funding of Windflower 4 Association expenses; and

17.2.13 Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of Improvement on the Units, Windflower 4 Common Areas, the Sawmill Master Common Area, off-site Improvements, management of the Windflower 4 Association, or other claims regarding the Project.

17.3. Pre-Arbitration Requirements. An Owner or the Windflower 4 Association may only pursue a claim against the Windflower 4 Declarant in arbitration after all of the following efforts of dispute resolution have been completed: (1) Right to Cure: the claimant (e.g. the Owner or the Windflower 4 Association) shall provide to the Windflower 4 Declarant a written Notice of Claim (defined below) and permit the Windflower 4 Declarant one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings; (2) if the dispute is not resolved within the 180-day Right to Cure period, the parties shall participate in formal mediation with a mutually-acceptable third-party mediator in an effort to resolve the Dispute prior to taking further action. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Windflower 4 Declarant that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.

17.3.1 "Notice of Claim" shall mean and include the following information: (1) an explanation of the nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (4) photographs of any alleged defective condition, if applicable, (5) samples of any alleged defective conditions or materials, if reasonably available, (6) an explanation of the efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

17.4 Member Approval; Legal Opinion; Arbitration. If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner or Windflower 4 Association) shall have the right to proceed with binding arbitration; however, the Windflower 4 Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Windflower 4 Association after the Windflower 4 Association has obtained a written opinion from legal counsel advising the Windflower 4 Association of the likelihood of success

on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Windflower 4 Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a mutually-acceptable arbitrator (preferably a former judge), or, if an arbitrator cannot be mutually selected, then by a member of the American Arbitration Windflower 4 Association's Panel of Construction Arbitrators appointed by the American Arbitration Windflower 4 Association ("AAA"). The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the AAA. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

17.5 Fees and Costs of Arbitration. Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. For clarification purposes, the prevailing party in the arbitration shall not be entitled to recover its legal fees from the non-prevailing party. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties. Notwithstanding the foregoing, the arbitrator shall, as part of any decision, award to the prevailing party any applicable filing fees or other arbitration fees paid by that party (but not its legal fees).

17.6 No Waiver of Arbitration Right. If any Owner, the Windflower 4 Association, or the Windflower 4 Declarant files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration or to insist on compliance with the requirements set forth in this Article 17. If any such court action is filed, then the court in such action shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein, including, without limitation, compliance with the pre-arbitration requirements set forth above.

17.7 Waiver of Subrogation. The Windflower 4 Association and each Owner waives any and all rights to subrogation against the Windflower 4 Declarant and any builder, contractor, and engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Windflower 4 Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Windflower 4 Declarant, the Project engineer, and builder, contractors of the Windflower 4 Declarant and the builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Windflower 4 Association and Owners hereby release Windflower 4 Declarant, the Project engineer, and builder, and their respective officers, employees, owners, members, managers, directors, contractors, insurers, and representatives from any and all liability to the Windflower 4 Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Windflower 4 Declarant or builder, their officers, employees, owners, and representatives. The Windflower 4 Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or

prejudice the right of the Windflower 4 Association or any Owner to recover thereunder. The Windflower 4 Association and all Owners shall indemnify and defend the Windflower 4 Declarant, the builder, and any of their officers, employees, owners, contractors, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

17.8 Repurchase Option for Construction Defect Claims. In the event an Owner, group of Owners, or the Windflower 4 Association shall assert a claim or commence an arbitration proceeding or other legal action against Windflower 4 Declarant or any contractor in connection with an alleged construction defect in any Improvement, home, Unit or Units in the Project – which proceeding may only be filed and maintained by an Owner, group of Owners, or the Windflower 4 Association after strict compliance with the notice and other provisions of this Article 17 - Windflower 4 Declarant (or any assignee of Windflower 4 Declarant) shall have the option, but not the obligation, to purchase such Unit or Units and all Improvements thereon subject to the following terms and conditions.

17.8.1 The purchase price for any Unit shall be an amount equal to the sum of the following less any sums paid to an affected Owner under any construction warranty in connection with the alleged defect:

17.8.1.1 The original price paid by the original Owner to purchase the Unit from the Windflower 4 Declarant;

17.8.1.2 The value of any Improvements to the Unit made by the Owner as evidenced by invoices or receipts;

17.8.1.3 The Owner's reasonable moving costs to transport his or her furnishings; and

17.8.1.4 Any closing costs incurred by the Owner in connection with the Owner's purchase of another Unit within ninety (90) days after closing of the repurchase of the Owner's Unit by Windflower 4 Declarant (if no Units remain unsold in the Project the Owner may purchase a replacement home outside of the Project).

17.8.2 The close of escrow with respect to Windflower 4 Declarant's repurchase of a Unit shall occur no later than forty-five (45) days after written notice from Windflower 4 Declarant to Owner of Windflower 4 Declarant's intent to exercise the repurchase option.

17.8.3 Title to the Unit shall be conveyed by Owner to Windflower 4 Declarant free and clear of all monetary liens and encumbrances other than non-delinquent property taxes and other encumbrances shown on a preliminary title report approved by Owner.

17.8.4 Windflower 4 Declarant shall pay all closing costs associated with the repurchase of the Unit. No real estate agent or broker commission shall be paid in connection with Windflower 4 Declarant's repurchase of the Unit.

17.8.5 By exercising the repurchase option, Windflower 4 Declarant shall be conclusively deemed to have satisfied in full any and all claims of any nature Owner has against Windflower 4 Declarant, its officers, owners, managers, agents, representatives, attorneys and affiliates relating to the Unit, any Improvements on the Unit, or Owner's purchase and occupation of the Unit. Following repurchase, the Owner shall promptly execute and deliver a notice of dismissal with prejudice or other document necessary to evidence such satisfaction.

ARTICLE XVIII GENERAL PROVISIONS

17.1. Intent and Purpose. The provisions of this Declaration and any Supplemental or Amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned unit development project. Failure to enforce any provision, restriction, covenant or condition in this Declaration, or in any supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provisions, restrictions, covenants or conditions.

17.2. Construction. The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Declaration or any Article, Section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of anyone provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. The recital paragraphs set forth above are expressly incorporated in and form a part of this Declaration by this reference. Time is of the essence with respect to the performance of each and every one of the parties' respective duties and obligations hereunder and with respect to all of the rights, interests, titles, terms and provisions arising from or in connection with this Declaration. This Declaration represents the wording selected by the Windflower 4 Declarant and all Owners shall be deemed to have equally and to the same extent as the Windflower 4 Declarant selected the wording of this Declaration to define their various rights, interests, duties and obligations under this Declaration and no rule of strict construction shall apply against the Windflower 4 Declarant. By purchasing a Unit, each Owner represents to the Windflower 4 Declarant, the other Owners and the Windflower 4 Association that it has had or has been advised to have the representation of its legal counsel in connection with its review and approval of this Declaration and the rights, interests, duties, obligations and restrictions that it voluntarily entered into under this Declaration. Any reference to an Article, a Section, or an Exhibit is a reference to an article or section thereof, or an exhibit thereof, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears. The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Declaration as a whole and not merely to the specific Article, Section, subsection, paragraph or clause in which the respective word appears. The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation." References to

agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation that is referenced.

17.3. Registration of Mailing Address. Each Owner shall register from time to time with the Windflower 4 Association his current mailing address, telephone number, email address and fax number. All notices or demands intended to be served upon any person hereunder, whether Owner, Windflower 4 Declarant or Windflower 4 Association, shall be sent to the Owner, Windflower 4 Declarant or Windflower 4 Association at the address of his or its home address or offices as may be furnished to the other parties in writing from time to time, or to the Unit of each Owner, by (i) first class U. S. Mail, postage prepaid, to such address(es), (ii) over night delivery by a reputable carrier such as Federal Express or UPS to such address(es), (iii) email with first class U.S. Mail copy to such address(es), or (iv) hand-delivery to such address(es). All notice or demands intended to be served upon the Windflower 4 Declarant shall be required to be sent with a simultaneous copy by the same form of delivery to the Windflower 4 Declarant's legal counsel as Windflower 4 Declarant's legal counsel's address is provided by Windflower 4 Declarant to the Windflower 4 Association or the Owners. Any notice or demand referred to in this Declaration shall be deemed given when, as applicable (t) deposited in the U.S. Mail, postage prepaid, and in the form provided for in this Section, (u) the day after given to the over night delivery company, (v) the same day as the date of the email (if the first class U.S. Mail copy is deposited with the U.S. Postal Service on the same date), (w) the date of hand-delivery, and (x) three (3) days after delivery to the Unit of the Owner in question.

17.4. Audit. Any Owner may at any reasonable time (but no more than once per year), upon at least 14-days prior written notice to the Board, upon a reasonably convenient time for appointment for both Owner, the Board and the Windflower 4 Association's accountants, and at the Owner's sole expense, cause an audit or inspection to be made of the books and records maintained by the Windflower 4 Association at the Owner's sole cost and expense, with payment of any and all of the Windflower 4 Association's management fees and time incurred in connection with the same.

17.5. Litigation. The Windflower 4 Association shall not maintain any legal action against any party in behalf of the Windflower 4 Association without the vote of fifty-one percent (51%) or more of the Total Votes of the Windflower 4 Association; provided, that so long as Windflower 4 Declarant owns any Unit in the Project Windflower 4 Declarant's affirmative vote also shall be required in approval of any and all such legal action.

17.6. Amendment. Except as otherwise provided herein, this Declaration may be amended after the period of administrative control has passed if Owners holding sixty-seven percent (67%) of the Total Votes of the Windflower 4 Association (and one of which votes in favor must be the vote of Windflower 4 Declarant so long as Windflower 4 Declarant owns any Unit in the Project) together consent and agree to such amendment at a meeting of the Owners duly held in accordance with the provisions of the Articles, Bylaws and this Declaration, which

properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the Wasatch Country Recorder.

Notwithstanding anything else contained in any other provision of this Declaration, the following special voting provisions shall apply:

- (a) During the period of administrative control, the Windflower 4 Declarant may amend any portion of this Declaration without holding a meeting of the Members. In such cases, the Windflower 4 Declarant shall notify the Members of the amendment to the Declaration. A certificate, signed and sworn to by two (2) officers of the Windflower 4 Association, that the Windflower 4 Declarant adopted the amendment, as provided above, when recorded, shall be conclusive evidence of that fact.

17.7. Effective Date. This Declaration shall take effect upon recording.

17.8. Agent for Service. The person to receive service of process shall be the then current registered agent of the Windflower 4 Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.

17.9. Limitation on Windflower 4 Association's Liability. The Windflower 4 Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Windflower 4 Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, snow or ice. No diminution of abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to the Project or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.

17.10 Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) of this Declaration, which shall remain in full force and effect (to the maximum extent permitted by applicable law), and such affected provision shall be construed, narrowed or eliminated only to the extent necessary to remove any such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.

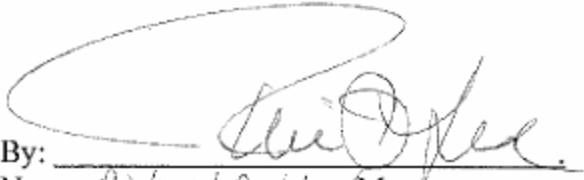
17.11. Owner's Obligations. All obligations of an Owner under and by virtue of the, provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting or selling his Unit under contract. The Owner of a Unit within the Project shall have no obligation for expenses or other obligations accruing after he conveys title to such Unit (except for any fees, late interest, reasonable attorney's fees or costs of collection incurred in connection with defaults arising on or prior to the date of conveyance).

[This page purposely ends at this point. Signature page follows.]

IN WITNESS WHERE OF, the undersigned Windflower 4 Declarant has executed this Declaration the day and year first above written.

WINDFLOWER 4 DECLARANT:

REGAL WINDFLOWER 4, LLC, a Utah limited liability
company

By: 
Name: Richard D. Lloyd Manager

STATE OF UTAH)
)
) :ss
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 22nd day of February, 2024 by Richard D. Lloyd, Manager of REGAL WINDFLOWER 4, LLC, a Utah limited liability company.


NOTARY PUBLIC

My Commission Expires: 01-07-2025 Residing at: Midvale, Utah

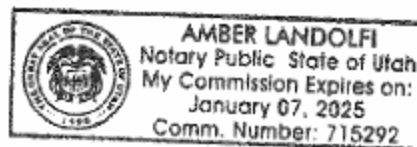


EXHIBIT "A"

WINDFLOWER 4

LEGAL DESCRIPTION OF THE PHASE 4 PROPERTY

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

BEGINNING AT A POINT THAT LIES S00°15'51"E ALONG THE SECTION LINE 329.93 FEET AND WEST 41.52 FEET FROM THE FOUND WASATCH COUNTY MONUMENT REPRESENTING THE EAST ONE-QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN: SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THE UNITED STATES OF AMERICA FORESTRY SERVICE PROPERTY (BASIS OF BEARINGS OF THIS DESCRIPTION BEING S00°15'51"E BETWEEN FOUND WASATCH COUNTY MONUMENTS REPRESENTING THE EAST ONE-QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 8);

THENCE SOUTH 387.49 FEET TO THE NORTH BOUNDARY OF THE BILLINGS PROPERTY AS SHOWN IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 469289 OF THE OFFICIAL RECORDS OF WASATCH COUNTY; THENCE S89°51'18"W ALONG SAID NORTH BOUNDARY 239.54 FEET; THENCE NORTH 79.71 FEET; THENCE WEST 210.81 FEET; THENCE SOUTH 7.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 79.50 FEET; THENCE 21.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°30'37", WITH A CHORD BEARING AND DISTANCE OF S07°45'19"E 21.46 FEET; THENCE S15°30'37"E 44.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 120.50 FEET; THENCE 9.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°18'57", WITH A CHORD BEARING AND DISTANCE OF S13°21'09"E 9.07 FEET; THENCE S89°50'06"W 6.07 FEET TO THE NORTH BOUNDARY OF THE SAWMILL SUBDIVISION PHASE 1B AS SHOWN ON THAT CERTAIN SUBDIVISION PLAT RECORDED AS ENTRY NUMBER 496907 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTH BOUNDARY N88°28'06"W 60.17 FEET AND WEST 281.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAWMILL BOULEVARD AS SHOWN IN THAT CERTAIN QUIT-CLAIM DEED RECORDED AS ENTRY NUMBER 457931 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) N00°09'27"W 368.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE WEST, HAVING A RADIUS OF 1,338.00 FEET; 2) THENCE 354.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°09'50", WITH A CHORD BEARING AND DISTANCE OF N07°44'22"W 353.08 FEET TO THE SOUTH BOUNDARY OF THE TIOGA FUNDING REAL ESTATE GROUP, LLC PROPERTY AS SHOWN IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 450750 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID SOUTH BOUNDARY S89°53'39"E 169.56 FEET TO THE WEST BOUNDARY OF SAID FORESTRY SERVICE PROPERTY; THENCE ALONG THE WEST AND SOUTH BOUNDARIES OF SAID FORESTRY SERVICE PROPERTY

THE FOLLOWING TWO (2) COURSES: 1) SOUTH 330.00 FEET, 2) S89°53'39"E 660.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.645 ACRES, OR 333,021 SQUARE FEET.

ALSO SHOWN AS:

UNITS 401 THROUGH 424, AND 429 THROUGH 431, SAWMILL SUBDIVISION PHASE 4A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

TOGETHER WITH THE COMMON AREA AND PRIVATE STREETS AS DEPICTED ON THE SUBDIVISION PLAT FOR SAWMILL SUBDIVISION PHASE 4A, RECORDED JULY 3, 2023, AS ENTRY NO. 534153 IN BOOK 1446 PAGE 1206.

Tax Parcel Nos.: 00-0021-8668; 00-0021-8669; 00-0021-8670; 00-0021-8671; 00-0021-8672; 00-0021-8673; 00-0021-8674; 00-0021-8675; 00-0021-8676; 00-0021-8677; 00-0021-8678; 00-0021-8679; 00-0021-8680; 00-0021-8681; 00-0021-8682; 00-0021-8683; 00-0021-8684; 00-0021-8685; 00-0021-8686; 00-0021-8687; 00-0021-8688; 00-0021-8689; 00-0021-8690; 00-0021-8691; 00-0021-8692; 00-0021-8693; 00-0021-8694

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

EXHIBIT "B"

Unit Number	Address	Number of Votes
401	1887 S. 1160 E., Heber City, Utah 84032	1
402	1903 S. 1160 E., Heber City, Utah 84032	1
403	1917 S. 1160 E., Heber City, Utah 84032	1
404	1884 S. 1160 E., Heber City, Utah 84032	1
405	1906 S. 1160 E., Heber City, Utah 84032	1
406	1912 S. 1160 E., Heber City, Utah 84032	1
407	1885 S. 1110 E., Heber City, Utah 84032	1
408	1905 S. 1110 E., Heber City, Utah 84032	1
409	1917 S. 1110 E., Heber City, Utah 84032	1
410	1888 S. 1110 E., Heber City, Utah 84032	1
411	1902 S. 1110 E., Heber City, Utah 84032	1
412	1914 S. 1110 E., Heber City, Utah 84032	1
413	1877 S. Sawmill Blvd., Heber City, Utah 84032	1
414	1891 S. Sawmill Blvd., Heber City, Utah 84032	1
415	1901 S. Sawmill Blvd., Heber City, Utah 84032	1
416	1919 S. Sawmill Blvd., Heber City, Utah 84032	1
417	1018 E. 1930 S., Heber City, Utah 84032	1
418	1032 E. 1930 S., Heber City, Utah 84032	1
419	1044 E. 1930 S., Heber City, Utah 84032	1
420	1056 E. 1930 S., Heber City, Utah 84032	1
421	1068 E. 1930 S., Heber City, Utah 84032	1

422	1076 E. 1930 S., Heber City, Utah 84032	1
423	1084 E. 1930 S., Heber City, Utah 84032	1
424	1096 E. 1930 S., Heber City, Utah 84032	1
425	, Heber City, Utah 84032	
426	, Heber City, Utah 84032	
427	, Heber City, Utah 84032	
428	, Heber City, Utah 84032	
429	1154 E. 1930 S., Heber City, Utah 84032	1
430	1172 E. 1930 S., Heber City, Utah 84032	1
431	1184 E. 1930 S., Heber City, Utah 84032	1
Common Area	Heber City, Utah 84032	0
TOTAL VOTES		44