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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
CEDAR RIDGE AT QUARRY JUNCTION,
A PLANNED UNIT DEVELOPMENT SUBDIVISION
SUMMIT COUNTY, UTAH**

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June 12, 1999

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
CEDAR RIDGE AT QUARRY JUNCTION
A PLANNED UNIT DEVELOPMENT SUBDIVISION
SUMMIT COUNTY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS ("Declaration"), is made on this 12 day of June, 1999, by **CORNERSTONE DEVELOPMENT, INC.**, a Utah corporation, ("Declarant"), with reference to the following facts:

A. Declarant is the owner of a certain tract of land located in Summit County, Utah, which property is more particularly described as follows:

See attached Exhibit "A"

For purposes of development and marketing, the above-described property is divided into Three Phases, the legal descriptions for which are set forth on Exhibits "B," "C" and "D" respectively, attached hereto and incorporated herein by this reference. In this Declaration, the term "Property" shall refer only to Phase One as described on Exhibit "B". The Property shall, however, also refer to any subsequent Phases subsequently annexed as provided in Article 15. Declarant makes no representations, expressed or implied, regarding whether Declarant will undertake or complete any Phase other than Phase One; and further, Declarant makes no representations, expressed or implied, regarding the impact of any such future Phases on open space and view corridors from any Unit in Phase One or any subsequent Phases, or that any subsequent Phases will be built exactly as shown on attached Exhibits "C" and "D".

B. Declarant has improved or intends to improve the Property by construction thereon of certain residential improvements and associated facilities, and to establish thereon a planned unit development subdivision, to be managed, operated, and maintained by an incorporated Association of Owners, for the benefit of all parts of the Property.

C. The development shall be hereinafter referred to as the "Project". The Owner of each Unit shall receive fee title to his individual Lot and the residential dwelling thereon, together with all rights associated with membership in CEDAR RIDGE OWNERS' ASSOCIATION, INC. (the "Association").

D. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement of the benefit of all of the said Units and the

Owners thereof.

E. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the project, and every part thereof, in accordance with the plan for the improvement, sale, and operation of the Property as a planned unit development. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

ARTICLE 1

DEFINITIONS

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

1.1 "Articles" means the Articles of Incorporation of the Association as amended from time to time.

1.2 "Assessment" means that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by the Unit Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.

1.3 "Association" means CEDAR RIDGE OWNERS' ASSOCIATION, INC., a Utah nonprofit corporation, formed or to be formed by Declarant in conjunction with the establishment of the planned unit development subdivision, the members of which shall be the Owners of Units in the Project.

1.4 "Board" or "Board of Trustees" mean the governing body of the Association.

1.5 "Bylaws" means the bylaws of the Association as amended from time to time. The initial Bylaws shall be as adopted by the incorporating members of the Board of Trustees.

1.6 "Common Area" means all the real property and improvements, including subterranean improvements, located within the Property, other than the Lots and Dwellings, including without limitation, all Restricted Common Area, all landscaped areas, playgrounds, mailbox areas, and private roadways and walkways, all of which shall be owned by the Association

for the common use and enjoyment of all Owners. The Common Area is designated as such on the Plat Map, as defined below. Common Area shall not include that real property reserved by Declarant as such on the Plat Map, as defined below. Common Area shall not include that real property reserved by Declarant for construction of future Phases. Upon completion of such future Phases, the applicable portions shall become Common Area as defined in this Section 1.7.

1.7 "Common Expenses" means the actual and estimated expenses of maintenance, improvement, repair, landscaping, outdoor irrigation, snow removal, operation, insurance, and management of the Common Area and of the exterior and structural components of the Dwellings, expenses of operating and maintaining the private roadway through the Project, expenses of administration of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents. Without limiting the generality of the foregoing, Common Expenses shall also include: all commonly metered utility charges for the Property; the costs of trash collection and removal; compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all maintenance, gardening, snow removal (where and when not otherwise provided by Summit County), security and other services benefitting the Common Area; the costs of fire insurance, errors and omissions, and director, officer and agent liability insurance, and other insurance covering the Property, and the directors, officers and agents of the Association; and any other costs incurred by the Association pursuant to its authority for any reason whatsoever, for the common benefit of the Owners.

1.8 "Common Wall" means any wall which is common to and separates any two attached Dwellings.

1.9 "Declarant" means CORNERSTONE DEVELOPMENT, INC. a Utah corporation and its successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing completed Units.

1.10 "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.

1.11 "Dwelling" means that portion of any building (including garage, deck, balcony, patio and other improvements) which are located on a single Lot and which is designed and intended for use and occupancy as a residence by a single-family unit.

1.12 "Lot" means any residential Lot shown upon the Preliminary Plat Map or any additions thereto of the Project, created for the construction of a private Dwelling. The term "Lot" does not include any portion of the Common Area.

1.13 "Member" means a person entitled to membership in the Association as provided herein.

1.14 "Mortgage" means a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Unit.

1.15 "Mortgagee" means a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a Mortgage on any Unit.

1.16 "Mortgagor" means a mortgagor, the trustor of a deed of trust, real estate contract vendee or other individual granting a security interest in any Unit.

1.17 "Owner" or "Owners" mean the record holder or holders of title to or a contract vendee's interest in a Unit in the Project. This shall include any person having a fee simple title to any Unit, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Unit is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner", and the fee owner would be considered as a Mortgagee.

1.18 "Person" means any natural person, corporation, partnership, association, trustee, or other legal entity.

1.19 "Plat Map" means the recorded map or maps prepared by or for Declarant showing the surface of the Property and the division thereof into Lots and Common Area, as amended and/or supplemented from time to time.

1.20 "Phase" means a particular parcel of property which is or shall become part of the Project pursuant to the recordation of an appropriate Declaration of Annexation. As indicated in Paragraph A of the Recitals above, the term "Property" as used in this Declaration shall refer only to Phase One, unless and until a Declaration of Annexation is recorded with respect to Phase Two and/or Phase Three to the terms of this Declaration. Until such time, Phase Two and Phase Three, as the case may be, shall be deemed unaffected and unencumbered by this Declaration.

1.21 "Project Documents" means this Declaration, the Plat Map, and the Articles and Bylaws of the Association, as each shall be amended from time to time.

1.22 "Property" or "Project", (as synonymous terms), mean the real property covered by this Declaration (including Phase Two and/or Phase Three when and if annexed pursuant to his Declaration), all easements, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon.

1.23 "Restricted Common Area" means those portions of the Common Area set aside for exclusive use of a Unit Owner or Owners, pursuant to Article 3 hereof.

1.24 "Unit" means all elements of individual ownership of a residential interest in the Project, including ownership of a Lot and Dwelling thereon, exclusive use of the appurtenant Restricted Common Area, nonexclusive use of the remainder of the Common Area, and all rights of membership in the Association.

1.25 Employment of the masculine usage herein shall include the feminine.

END OF ARTICLE 1
DEFINITIONS

ARTICLE 2

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

2.1 Organization of Association.

The Association is or shall be incorporated under the name of CEDAR RIDGE OWNERS' ASSOCIATION INC., in accordance with the requirements of the Utah Non-Profit Corporation and Co-operative Association Act.

2.2 Duties and Powers.

The duties and powers of the Association are those set forth in this Declaration, the Articles and Bylaws, together with its general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Utah may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws.

2.3 Membership.

The Owner of a Unit shall automatically, upon becoming the Owner of that Unit, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association.

2.4 Transferred Membership.

Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

2.5 Classes of Membership; Voting Requirements.

The Association shall have two (2) classes of voting membership established according to the Articles. Voting rights shall be as set forth in the Bylaws.

2.6 Membership Meetings

Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

2.7 Board of Trustees.

The affairs of the Association shall be managed by a Board of Trustees, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

2.8 Use of Agent.

The Board of Trustees, on behalf of the Association, may contract with a professional management agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board. The term of any such contract shall comply with the restrictions set forth in the Bylaws.

END OF ARTICLE 2

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND
VOTING RIGHTS

ARTICLE 3

RIGHTS IN COMMON AREA

3.1 Common Area.

The Common Area shall include all real property and improvements within the Property, other than the Lots and Dwellings, including without limitation, all Restricted Common Area, all landscaped areas, playgrounds, mailbox areas, and private roadways and walkways, all of which shall be owned by the Association for the common use and enjoyment of all Owners. The Common Area shall be operated, maintained, and insured by the Association for the use and benefit of Owners of Units in the Project, subject to reasonable rules and regulations enacted according to the Bylaws. Each Unit Owner, through membership in the Association, shall have a nonexclusive right to use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the lawful rights of any other Unit Owners. The Declarant hereby reserves in itself and its successors-in-interest and assigns, an easement (and the right to grant further easements) over and onto the Common Area for ingress to and egress from the Project for the purpose of necessary construction, maintenance, or repair work, and for ingress and egress to and from the adjacent property (Phase Two and Phase Three) in connection with the development, use, and occupancy thereof.

3.2 Restricted Common Area.

Portions of the Common Area referred to as "Restricted Common Area" are hereby set aside and allocated for the exclusive use of the Owners of individual Units. The rights of an individual Owner in the Restricted Common Area shall consist of (1) an exclusive easement to accommodate the projections of eaves and other structural components of a Dwelling into the Common Area, according to the original design and construction; (2) an exclusive easement for the use and enjoyment of any driveway, exterior stairs, or porches, as the case may be, as may be appurtenant to such Owner's Dwelling, according to the original design and construction; (3) an exclusive easement for the use and enjoyment of all private walkways, in any, between the residential and garage portions of such Owner's Dwelling, according to the original design and construction; and (4), any other Restricted Common Areas shown on the Plat Map. The exclusive rights in the Restricted Common Area, and the fee title to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each such exclusive easement shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

3.3 Partition of Common Area Prohibited.

Regardless of the possible dissolution of the Association and the conveyance of fee title to the Common Area to the Owners as tenants in common pursuant thereto, no Owner shall bring any action for partition or division of any part of the Common Area, it being agreed that this restriction

is necessary in order to preserve the rights of the Owners with respect to the operation, management, use, and enjoyment of the Common Area.

3.4 Extent of Easements.

The rights and easements of use and enjoyment of the Common Area created by this Declaration shall be subject to such rules and regulations as may be adopted by the Board of Trustees according to the Bylaws. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such easements shall be subject to the following:

3.4.1 The right of the Association to consent to or otherwise cause the construction of additional improvements on the Common Area and to consent to or otherwise cause the alteration or removal of any existing improvements or landscaping on the Common Area for the benefit of the Members of the Association; and

3.4.2 The right of the Association, acting through the Board, to consent to or join in the grant or conveyance of easements, licenses or rights of way in, on or over the Common Area for purposes not inconsistent with the intended use of the Property as a residential planned unit development.

3.5 Damage by Member.

Each Member shall be liable to the Association for any damage to the Common Area not fully reimbursed to the 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 Common Area from the Member, or his or their respective family and guests, both minor and adult. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the 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 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.

END OF ARTICLE 3
RIGHTS IN COMMON AREA

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ARTICLE 4

ARCHITECTURAL AND LANDSCAPING CONTROL

4.1 Prohibition of Alteration and Improvement.

The original architectural design of the Project is depicted on Exhibit "E" attached hereto, and the original landscaping design is depicted on Exhibit "F" attached hereto, both of which are incorporated by this reference. The architectural design depicted on Exhibit "E" and the landscaping design depicted on Exhibit "F" are collectively referred to below as the "Original Project Design". Subject to the exemption of Declarant hereunder, no alteration, addition, removal or improvement of any kind to the Original Project Design, nor the installation of any screens, storm doors, bars, awnings or outdoor carpeting, and no exterior painting or staining of any kind, shall be commenced, erected, or maintained upon the Property, or any part of it, until the same has been approved in writing by the Board.

4.2 Plans and Approval.

Plans and specifications showing the nature, kind, shape, color, size, materials and location of any alteration to the Original Project Design shall be submitted to the Board for approval as to quality of workmanship and design and harmony of external design, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with the plans and specifications for the Original Project Design, or to rebuild in accordance with plans and specifications previously approved by the Board.

The Board 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 Board. Any application submitted to the Board pursuant to this Article shall be deemed denied, unless written approval or a request for additional information or materials by the Board shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by the Board of all required materials.

4.3 Non-Liability of Board Members.

Neither the Board nor any member thereof shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of, or in any way connected with the performance of the Board's duties hereunder unless due to the willful misconduct or bad faith of the Board or member. The Board shall review and approve or disapprove all plans submitted to it for any proposed alteration, solely on the basis of aesthetic considerations and the overall benefit or detriment which

would result in damage 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.

END OF ARTICLE 4
ARCHITECTURAL AND LANDSCAPING CONTROL

ARTICLE 5

REPAIR, MAINTENANCE AND LANDSCAPING

5.1 Repair, Maintenance and Landscaping Rights and Duties of Association.

Subject to provisions in this Declaration pertaining to eminent domain and destruction of improvements, the Association shall paint, maintain, repair and replace the Common Area and all improvements and landscaping thereon, including subterranean improvements. In addition, the Association shall maintain, repair and replace the exteriors, including roofs and exterior finish and structural components and landscaping and other exterior improvements of all Units, or shall contract for such maintenance, repair and replacement to assure that maintenance and landscaping of such areas is in good condition, reasonable wear and tear excepted. However, the Association shall not be responsible for, or obligated to perform those items of maintenance, repair or improvement which are the responsibility of the Owners as provided in Paragraph 5.3 below.

In addition, the event an Owner fails to maintain his Dwelling or to provide other maintenance or repair as provided herein 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 from such notice. In the event the Owner fails to carry out such maintenance within said period, the Board may cause such work to be done and may specially assess the cost thereof to Owner, and, if necessary, lien his Unit for the amount thereof.

5.2 Easements.

For the purpose of performing any maintenance, landscaping, repair or replacement as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the 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 Association (and its agents and employees) shall have an irrevocable and perpetual easement over and onto all portions of the Common Area, and shall also have the irrevocable rights, to enter any Lot and, after reasonable notice to the Owner and at reasonable hours, to enter any Dwelling.

5.3 Repair, Maintenance and Landscaping Rights and Duties of Owners.

Except for those portions of the Property which the Association is required or elects to maintain and repair pursuant to Paragraph 5.1 above, each Unit Owner shall, at his sole cost and expense, maintain and repair all interior and non-structural components of his Dwelling, keeping the same in good condition, and shall repair all damage to the Common Area for which the Owner is responsible under Paragraph 5.1 above. Additionally, each Owner shall maintain, repair and replace as necessary, all doors and windows (and appurtenant hardware and accessories) to his Dwelling, and any separate air conditioning, water heating, or other separate utility unit which services his

Dwelling. Each Owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his Dwelling.

Consistent with the provisions of Paragraph 4.1, below, no Owner shall remove, add to, or otherwise modify any plantings, trees, shrubs, flowers, irrigation fixtures or other components of the landscaping on the Property, (whether such be located in Common Area, Restricted Common Area, or Lots), without the prior written approval of the Board.

END OF ARTICLE 5
REPAIR, MAINTENANCE AND LANDSCAPING

ARTICLE 6

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Unit owned within the Project hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein and in the Bylaws of the Association:

- 6.1.1 Regular Assessments;
- 6.1.2 Extraordinary Assessments; and
- 6.1.3 Special Assessments.

All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment fell due. No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Unit.

6.2 Purpose of Assessment.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire Project, for the improvement and maintenance of the Common Area, and for the common good of the Project. The Regular Assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Area and the exterior and structural components of all Dwellings which must be replaced on a periodic basis, creation of an adequate contingency reserve, major maintenance reserve, and/or sinking fund for maintenance and repairs of all common areas, including the private roadways, located within the Project as shown on the official plat recorded in the office of the Summit County Recorder. In addition, Assessments shall be used for snow removal to the extent this service is not supplied by Summit County.

6.3 Regular Assessments.

Until the end of the Association's fiscal year immediately following the closing of the sale of the first Unit in the Project, the annual maximum Regular Assessment per Unit shall be such

amount as is set forth in the Project budget prepared by Declarant, payable in quarterly installments, or such other billing period as the Board determines from time to time. Each Unit's share for the first fiscal year shall also be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Unit at least sixty (60) days in advance of the start of each fiscal year; provided, however, that the maximum annual Regular Assessment may not be increased by more than twenty percent (20%) above the maximum annual Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of a majority of the voting power of the Association.

6.4 Extraordinary Assessments.

In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or of any exterior or structural component of any Dwelling, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment (and, where necessary, for taxes assessed against the Common Area); provided, however, and except as provided in the last sentence of this subsection 6.4, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed ten percent (10%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of over sixty percent (60%) of the voting power of the Association. Notwithstanding any language in this Declaration to the contrary, a one-time extraordinary assessment of One Thousand Dollars (\$1,000.00) shall be assessed at the time of closing of the purchase of a Unit by the first Owner thereof, to establish a reserve fund for the Association.

6.5 Special Assessment.

In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and the Bylaws, including actual attorneys' fees and costs.

6.6 Allocation of Assessments; Limited Exemption of Declarant.

Except for the initial exemption provided to Declarant as provided in this Section 6.6, all Units shall be assessed according to their proportionate interest in the Common Area as described on attached Exhibit "G". The initial percentage interest in the Common Area shall be based on completion of Phase One of the Property. As additional Phases are completed, the proportionate interest and assessment shall be modified to reflect the addition of those Phases. Declarant's obligation to pay the full assessment attributable to Units owned by Declarant shall accrue on a

phased basis as certificates of occupancy are granted for Units in each such Phase of the Project. Accordingly, Declarant's obligation to pay the full assessment for Units owned by Declarant in a particular Phase of the Project shall not begin until such time as 75% of the Units in that particular Phase of the Project have been sold and closed, or five (5) years from the date of the closing of the sale of the first Unit in that particular Phase of the Project, whichever occurs later. Notwithstanding the aforementioned exemption, so long as Declarant shall own one or more Units in a Phase of the Project, Declarant shall be obligated to pay the proportionate share of the insurance costs applicable to each Unit owned by Declarant in that particular Phase of the Project.

6.7 Commencement of Assessment; Due Dates.

Except as provided in Section 6.6 above, the Regular Assessments provided for herein shall commence as to all Units in the Project on the first day of the month following closing of the sale of the first Unit in the Project. Due dates of Assessment shall be the first day of each calendar quarter or such other billing period as the Board may determine from time to time. No notice of such Assessment shall be required other than an annual notice setting forth the amount of the periodic Assessment.

6.8 Transfer of Unit by Sale or Foreclosure.

The sale or transfer of any Unit shall not affect any Assessment lien, or relieve the Unit from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Unit pursuant to foreclosure or by deed in lieu or foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens arising prior to the recordation of the mortgage). Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this paragraph shall be deemed to be Common Expenses collectible from all of the Units including the Unit for which the lien was extinguished. In a voluntary conveyance of a Unit, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any statement.

6.9 Enforcement of Assessment Obligation; Priorities; Discipline.

If any part of any Assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge of Fifteen Dollars (\$15.00) shall be assessed and additional Fifteen Dollar (\$15.00) sums shall be assessed for each month or

fraction thereof from the due date until the Assessment and all late charges are paid. Each unpaid Assessment shall constitute a lien on each respective Unit prior and superior to all other liens except (1) all taxes, bonds, assessment and other levies which, by law, would be superior thereto, and (2) the lien or charge of any institutional first mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale of said Owner's Unit, after failure of the Owner to pay such Assessment, in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Unit Owners, shall have the power to bid for the Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs, and may temporarily suspend the Association membership rights of a Unit Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.

6.10 Payment of Taxes Assessed Against Common Area or Personal Property of Association.

In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than against the Units, said taxes shall be included in the Assessments made under the provisions of this Article, and, if necessary, an Extraordinary Assessment may be levied against the Units in an amount equal to said taxes (regardless of the limitation on Extraordinary Assessments set forth in Paragraph 6.4 above), with such payment due thirty (30) days prior to the due date of the tax installment.

END OF ARTICLE 6
ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

ARTICLE 7

EASEMENTS AND UTILITIES:
COMMON WALLS

7.1 Access, Use and Maintenance Easements.

Declarant expressly reserves for the benefit of the Owners, reciprocal, non-exclusive easements for access, ingress and egress over all of the Common Area (exclusive of Restricted Common Area) and for the use and enjoyment of all recreational facilities thereon, including any private streets or driveways in the Common Areas currently existing in the Property, or subsequently added to it, which easements shall be deemed granted by Declarant to the Owners and to the Association for so long as Declarant owns any interest in the Property. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Declarant, its successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Unit in the Project.

Declarant also expressly reserves for the benefit of the Board of Trustees and all agents, officers and employees of the Association, nonexclusive easements over the Common Area (including the Restricted Common Area) and all Lots and Dwellings as necessary to maintain and repair the Common Area and the Units to the extent of the Association's responsibility hereunder, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Area shall be appurtenant to, binding upon and shall pass with the title to, every Unit conveyed, as more fully described in Paragraph 5.1 above.

Notwithstanding any language in this Declaration to the contrary, Declarant expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same), and the right to permanently locate the same for complete access to Phase Two and Phase Three, and to any adjoining parcels of property and any amenities or recreational facilities located on or near such adjoining parcels of property. Such easement reservation to Declarant and its heirs successors and assigns shall, upon completion of Phase Two and Phase Three, or fifteen years from the date of this Declaration, whichever occurs last, be transferred by Declarant or its heirs, successors, or assigns, to the Association for the benefit of its Members.

7.2 Encroachments and Utility Easements.

Each Unit within the Property is hereby declared to have an easement over all adjoining Units and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment,

settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining Units or Common Area shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, cable television, and other utility lines and services, as may be deemed appropriate to service the Project.

7.3 Owners' Rights and Duties With Respect to Utilities

The rights and duties of the Owners of Units within the Project with respect to utilities shall be as follows:

7.3.1 Whenever sanitary, sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air conditioning conduits, ducts, flues or other utility or service connections are located or installed within the Project, which connections, or any portion thereof, lie in, upon or beneath Lots or Dwellings owned by other than the Owner of a Dwelling served by said connections, the Owners of any Dwellings served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Dwelling or to have the utility companies enter upon the Dwellings in or upon or below which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

7.3.2 Whenever sanitary, sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air conditioning conduits, ducts, flues or other utility or service connections are located or installed within the Project, which connections serve more than one Dwelling, the Owner of each Dwelling served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Dwelling.

7.3.3 In the event a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one or such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

7.4 Owner's Rights and Duties With Respect to Common Walls

The Owner of any Dwelling which shares a Common Wall with another Dwelling shall be deemed to own the one-half (1/2) of the wall nearest his Dwelling, and shall have an exclusive and

perpetual easement over the remainder of the Common Wall for support and maintenance. Any such Common Wall shall be deemed a structural component of the building in which it is located, and shall therefore be maintained by the Association, subject to the Unit Owner's responsibility to repair damage caused by negligence or willful misconduct as described in Paragraph 3.5.

The interior Common Walls between adjoining Dwellings were designed and installed as required "fire-rated" walls. Owners may not undertake any change to the composition of their respective side of a Common Wall without the prior written approval of the Board and Summit County or such other governmental agency as may be responsible for approving such changes.

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

END OF ARTICLE 7
EASEMENTS AND UTILITIES; COMMON WALLS

ARTICLE 8

RESIDENCE AND USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Unit therein is subject to the following:

8.1 Use of Individual Dwellings.

No Dwelling shall be occupied and used except for single-family residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein. An Owner shall have the right to rent out his Unit to a tenant or tenants or to place his Unit in a "rental pool", under such terms and conditions as may be deemed appropriate by the Owner; provided that any tenant shall occupy the Unit subject to all terms and conditions of the Project Documents. There shall be no "timesharing" of any Unit, as such term is defined by the Utah Timeshare and Camp Resort Act, Utah Code Ann., Title 57, Chapter 19 (1953, as amended).

8.2 Nuisances.

No noxious, illegal, or offensive activities shall be carried on in any Dwelling, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Dwelling, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. Without limiting the generality of the foregoing, no Owner shall bring anything into or onto a Unit or to be done in or on a Unit that will cause damage to the Dwelling or Lot or permit the use or operation in a Unit of any equipment, machinery or apparatus that will injure, vibrate or shake the Dwelling.

8.3 Signs.

No signs advertising Units for sale or rent may be displayed on the Property or on any portion of the Property, unless first approved by the Board or the Architectural Committee, and unless such signs comply with any and all local ordinances. Notwithstanding the preceding sentence, until all Units in all Phases of the Project have been sold, the Declarant shall have the right to advertise Units for sale, provided Declarant complies with the requirements of Park City Municipal Corporation with respect to such advertising.

8.4 Pets.

No animals or birds of any kind shall be raised, bred, or kept in any Dwelling, or on any portion of the Property, except that no more than two (2) usual and ordinary household pets such as dogs, cats, rabbits or birds, may be kept, provided that they are not kept, bred or maintained for any

commercial purposes, and that they are kept under reasonable control at all times and do not unreasonably interfere with any Owner's use and enjoyment of his Dwelling or of the Common Area or any Restricted Common Area. Any such dog shall be kept on a leash at all times that the dog is in the Common Area. Owners shall prevent their pets from soiling any portions of the Common Area or and Lot and in the event a pet does soil a portion of the Common Area or Lot, the Owner or person in control of such pet shall immediately clean up after the pet. The Board may enact reasonable rules respecting the keeping of animals within the Project, including noise restrictions, and may designate certain areas in which animals may not be taken or kept, or may require that specific animals not be allowed on any part of the Property.

8.5 Garbage and Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All garbage or trash receptacles, including recyclable containers, shall be stored in the garage except on trash collection days. Trash, garbage and other waste shall not be kept except in sanitary containers and shall be kept in the garage. No equipment, garbage cans, or storage piles may be kept outside of the dwelling.

8.6 Radio and Television Antennas.

No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the consent of the Board. No Citizens Band or other transmission shall be permitted on the Property.

8.7 Clothes Lines

No exterior clothes lines shall be erected or maintained and there shall be no outside laundering or drying of clothes.

8.8 Power Equipment and Motor Vehicle Maintenance.

No power equipment or motor vehicle maintenance or repair of any nature shall be permitted on the Property. Provided however, car washing or polishing may be done, but only in the restricted common area appurtenant to that unit.

8.9 Recreational Vehicles.

No boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the Common Areas. Any boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Property must fit within and be stored and kept within the Owner's garage.

8.10 Parking Restriction.

No permanent parking shall be allowed in front of the garages of the Units. Only temporary guest parking shall be allowed in front of the garages of the Units. This parking restriction shall be strictly enforced.

8.11 Window Covers and Awnings.

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 window shall be covered with aluminum foil or similar material. No awnings, exterior shades, window tinting, cut or stained glass, or mullions shall be allowed without the prior written approval of the Board.

8.12 Sculptures/Flags.

No outdoor sculptures and/or flags shall be permitted except by written approval of the Board.

8.13 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.

8.14 No Warranty of Enforceability.

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, and the Unit Owner shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.

END OF ARTICLE 8
RESIDENCE AND USE RESTRICTIONS

ARTICLE 9

INSURANCE

9.1 Duty to Obtain Insurance; Types.

The Board shall cause to be obtained and maintained adequate blanket public liability insurance (including medical payments), with such limits as may be considered desirable by the Board, but not less than Two Million Dollars (\$2,000,000.00) in combined single-limit comprehensive general liability coverage (taking into consideration the requirements of mortgagees), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its Members, with respect to the Common Area and any other property under its jurisdiction. The Board shall also cause to be obtained and maintained fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Common Area and all Dwellings and, if economically feasible, those portions of the Dwellings consisting of all fixtures, installations or additions comprising a part of the Dwellings and all built-in or set-in appliances, cabinets and initial basic floor coverings, as initially installed or replacements thereof in accordance with the original plans and specifications for the Project, or as installed by or at the expense of the Owners. Such insurance shall be maintained for the benefit of the Association, the Owners, and the mortgagees, as their interests may appear as named insured; subject, however, to loss payment requirements as set forth herein. The Board of Trustees shall purchase such other insurance as necessary, including, but not limited to, errors and omissions, directors', officers' and agents' liability insurance, plate glass insurance, medical payments, malicious mischief, liquor liability and vandalism insurance, fidelity bonds and worker's compensation, and such other risks as shall be deemed desirable for the Project.

9.2 Waiver of Claim Against Association.

As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Trustees and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

9.3 Right and Duty of Owners to Insure.

It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and improvements within his Dwelling. Nothing hereby shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to persons or property occurring inside his individual Dwelling or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by

or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

9.4 Notice of Expiration Requirements.

If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled, terminated or expired by their terms, without twenty (20) days prior written notice to the Board, Declarant, Owners and their respective first mortgagees (provided that Declarant, such Owners or mortgagees have filed written requests with the carrier for such notice) and every other person in interest who requests such notice of the insurer.

9.5 Insurance Premiums.

Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Trustees shall be a Common Expense to be included in the Regular Assessments levied by the Association and collected from the Owners.

9.6 Trustee for Policies.

The Association, acting through its Board of Trustees, is hereby appointed and shall be deemed trustee of the interests of all named insured under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Paragraph 9.1 above shall be paid to the Board as Trustees of the Association. The Board shall have full power to receive and to receipt of the proceeds with same to be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article 10 of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire of first mortgagees who have filed written requests within ten (10) days of receipt of any damage or destruction as provided in this Declaration.

9.7 Actions as Trustees.

Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance.

9.8 Required Waivers.

All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

9.8.1 Subrogation of claims against the Owners and tenants of the Owners;

9.8.2 Any defense based upon co-insurance;

9.8.3 Any right of set-off, counterclaim apportionment, proration or contribution by reason of other insurance not carried by the Association;

9.8.4 Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured; and

9.8.5 Any right of the insurer to repair, rebuild or replace, and, if the improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the improvements insured.

END ARTICLE 9
INSURANCE

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ARTICLE 10

DESTRUCTION OF IMPROVEMENTS

10.1 Damage to Common Area.

Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area, the repair or replacement which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Property shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Property shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy an Extraordinary Assessment for the deficiency and proceed with such restoration and repair.

10.2 Damage to Dwellings.

Except as otherwise provided in this Declaration, in the event of any destruction of any Dwelling or Dwellings, it shall be the duty of the Owner(s) of the Dwelling or Dwellings to restore and repair the same to its/their former condition, as promptly as practical, under the supervision of the Board. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Property shall be made available for such purpose, unless otherwise provided herein. The Dwelling or Dwellings shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than the estimated cost of restoration and repair, the Owner(s) of the Dwelling or Dwellings shall be responsible for the deficiency, and the Board shall have the power to levy a Special Assessment to secure payment of the deficiency. In the event more than one Dwelling is damaged or destroyed, the available insurance proceeds shall be allocated according to the estimate costs of repair and restoration of each Dwelling.

10.3 Alternate Plans for Restoration and Repair.

Notwithstanding the provisions of Paragraph 10.1 and 10.2, the Association shall have the right, by a vote of seventy-five percent (75%) of the voting power of the Association, to make alternate arrangements respecting the repair, restoration or demolition of the damaged portion of the Property. The alternate plan may provide for special allocation of insurance proceeds, modification of design, or special allocation of any necessary Assessments. Any plan adopted pursuant to this

subparagraph shall be adopted within sixty (60) days of the damage or destruction and shall be supported by the vote of any Owner whose Dwelling has been physically damaged, to the extent the proposed plan affects the reconstruction of such Dwelling.

10.4 Appraisal of Damage.

In the event the parties affected by damage or destruction to the Property cannot agree, within twenty (20) days of the date of the damage, on the estimated cost of repair or the allocations referred to in this Article 10, the Association shall appoint three (3) independent appraisers having at least five (5) years full-time appraisal or public adjustment experience in Summit or Salt Lake Counties, Utah, to appraise the damage and establish allocations among various damaged portions of the Property. Within forty five (45) days after the selection of the appraisers, a majority of the appraisers shall set the estimated cost of repairs and allocations. If a majority of the appraisers are unable to agree within the stipulated period of time, the average of the three (3) appraisals shall be utilized. If, however, the low appraisal and/or the high appraisal are/is more than fifteen percent (15%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the average of the two remaining appraisals shall be utilized. If both the low appraisal and the high appraisal are disregarded, the middle appraisal shall be utilized. The cost of the appraisals required by the subparagraph shall be paid by the Association and reimbursed by the Owners through an Extraordinary Assessment.

10.5 Interior Damage.

With the exception of any casualty or damage insured against by the Association pursuant to Article 9 of this Declaration, restoration and repair of any other damage to the interior of any individual Dwelling, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the Dwelling so damaged. In the event of a determination to rebuild the Property after partial or total destruction as provided in this Article 10, such interior repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Architectural Committee as provided herein.

END OF ARTICLE 10
INSURANCE

ARTICLE 11

DECLARANT'S RIGHTS AND RESERVATIONS

Declarant is undertaking the work of construction of the Project and the creation of the planned unit development on the Property. The completion of that work and the sale or other disposition of the Units is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

11.1 Prevent Declarant, its contractors, or subcontractors from doing work on the Property, whatever is reasonably necessary or advisable in connection with the completion of the work; or

11.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale or other disposition; or

11.3 Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale or disposition thereof; or

11.4 Prevent Declarant, its successors in interest and assigns, from entering into an exclusive long-term contract on behalf of the Association, with a company to provide to each Owner cable television service, the cost of the same to be considered a Common Area expense.

11.5 Prevent Declarant, its successors in interest, and assigns, from selling to a third party the rights to build upon the real property which subsequent Phases of the Project may be built. Declarant, its successors-in-interest and assigns, shall however, be obligated, if an election is made to develop subsequent Phases of the Project, to develop the Phases consistent with the requirements of this Declaration.

So long as Declarant, owns one or more of the Units established and described in this Declaration and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration

In the event Declarant shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation or liability herein, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

END OF ARTICLE 11

DECLARANT'S RIGHTS AND RESERVATIONS

ARTICLE 12

RIGHTS OF MORTGAGEES

In order to induce various lenders and lending agencies to participate in the financing of Units within the Project, this Article 12 is included in this Declaration. To the extent these added provisions, pertaining to the rights of such lenders and lending agencies conflict with any other provisions of this Declaration or any other of the Project Documents, these added restrictions shall control. For purposes of this Article 12, the terms "Eligible Holder" and "Eligible Insurer Guarantor" refer to an Institutional First Mortgage Holder, Insurer or Guarantor of any Institutional First Mortgage on a Unit, who has provided a written request to the Association, to be notified of any proposed amendment or action described in Paragraph 12.5 or Paragraph 12.6 below.

12.1 Notwithstanding any other provision of the Project Documents, no amendment or violation of the Project Documents shall operate to defeat or render invalid the rights of any Institutional First Mortgagee of a Unit made in good faith and for value, provided that after the foreclosure of any such mortgage, such Unit shall remain subject to the Project Documents.

12.2 Each Institutional First Mortgagee of a mortgage encumbering any Unit, which obtains title to such Unit pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Unit free and clear of any claims for unpaid Assessments or charges against such Unit which accrued after the time such mortgagee recorded its mortgage, and prior to the time such mortgagee acquires title to such Unit.

12.3 Institutional First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours; (2) require from the Association the submission of annual audited financial reports and other financial data; (3) receive written notice of all meetings of the Owners; and (4) designate, in writing, a representative to attend all such meetings.

12.4 Each Owner hereby authorizes the Institutional First Mortgagee of a first mortgage on his Unit to furnish information to the Board concerning the status of the first mortgage and the loan which it secures, and each Owner shall provide the Board, upon demand, with the name and address of any Institutional First Mortgagee for that Owner's Unit(s).

12.5 Unit Owners shall have the right to amend the Project Documents according to their terms, subject to the rights of Eligible Holders to participate in the amendment process as provided in this paragraph. Amendments of a material nature shall be agreed to by (i) the Declarant (so long as there are two classes of voting power); and (ii) Unit Owners representing at least sixty-seven percent (67%) of the total votes in the Association (excluding votes residing in Declarant, so long

as two classes of voting power exist). Additionally, approval must be obtained from Eligible Holders representing at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Holders. A change to any of the following would be considered material:

12.5.1 Voting rights;

12.5.2 Assessments, assessment liens, or subordination of assessment liens;

12.5.3 Reserves for maintenance, repair and replacement of Common Area;

12.5.4 Responsibility for maintenance and repairs;

12.5.5 Reallocation of interest in the Common Area, or rights to its use;

12.5.6 Boundaries of any Unit;

12.5.7 Convertibility of Units into Common Area or vice-versa;

12.5.8 Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;

12.5.9 Insurance or fidelity bonds;

12.5.10 A decision by the Association to establish self-management when professional management had been previously required by an Eligible Holder;

12.5.11 Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project Documents;

12.5.12 Any action to terminate the legal status of the Project after substantial destruction or condemnation (when Unit Owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation, approval must be obtained from Eligible Holders representing at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages held by Eligible Holders); or

12.5.13 Any provisions that expressly benefit mortgages holders, insurers or guarantors.

If the Association determines that an addition or amendment to the Project Documents is not a

material change, the approval of Eligible Holders shall be implied by the failure of an Eligible Holder to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made.

12.6 Each Eligible Holder and each Eligible Insurer or Guarantor is entitled to timely written notice of the following:

12.6.1 Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;

12.6.2 Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;

12.6.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

12.6.4 Any proposed action that requires the consent of a specified percentage of Eligible Holders.

In addition to the foregoing, the Board shall have the power and authority, without the vote of the Association, to enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of any generally recognized institutional lending institution so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Units. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their residential Units, if such agencies or lending institutions approve the Property as a qualifying project under their respective policies, rules and regulations, as adopted from time to time.

END OF SECTION 12
RIGHTS OF MORTGAGEES

ARTICLE 13

DURATION AND AMENDMENT

13.1 Duration

This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in Paragraph 13.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Unit from the concomitant membership of the Association, as long as this Declaration shall continue in full force and effect.

13.2 Amendment

Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an Owner at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Members of the Association representing not less than sixty-seven percent (67%) of the total voting power of the Association (both classes combined).

Notwithstanding the foregoing, the following special voting provisions shall apply:

- (a) Amendments of a material nature shall be enacted in compliance with the provisions of Article 12 of this Declaration.
- (b) The specified percentage of the voting power necessary to amend a specified provision of this Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under the provision;

A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Units have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. Such a certificate reflecting any amendment which requires the written consent of any of the record holders of Institutional First Mortgages shall be signed and sworn to by such first mortgagees.

END OF SECTION 13
DURATION AND AMENDMENT

ARTICLE 14

GENERAL PROVISIONS

14.1 Enforcement

The Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Any such action by the Board shall be taken on behalf of three (3) or more Unit Owners, as their respective interests may appear, with respect to any cause or action relating to the Common Area or more than one Unit. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

14.2 Invalidity of Any Provision

Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

14.3 Conflict of Project Documents

If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Plat Map; Articles; Bylaws; and rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Project Documents which is for the protection of Institutional First Mortgagees shall have priority over any inconsistent provision in that document or any other Project Document.

END OF ARTICLE 14
GENERAL PROVISIONS

ARTICLE 15

ANNEXATION

Additional parcels may be annexed to the Property only by the Declarant and/or its successors and assigns and shall thereafter automatically become subject to this Declaration, and subject to the jurisdiction of the Association, without the assent of the Association or its Members, on condition that a Supplemental Declaration shall be recorded in the office of the Summit County Recorder. The Supplemental Declaration shall incorporate this Declaration by reference and may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration.

END OF ARTICLE 15

ANNEXATION

The undersigned, being the Declarant herein, has executed this Declaration on the 12 day of June, 1999.

DECLARANT:

CORNERSTONE DEVELOPMENT, INC., a Utah corporation

By: [Signature]
Lance Livingston
Its President

STATE OF UTAH

: ss.

COUNTY OF SUMMIT)

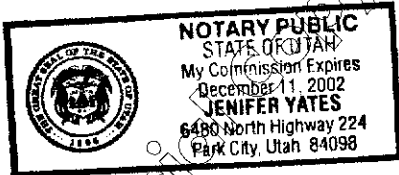
On the 20 day of ~~MARCH~~ 2000, personally appeared before me Lance Livingston, who being by me duly sworn did say that he is the president of Cornerstone Development, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Lance Livingston duly acknowledged to me that Cornerstone Development, Inc., executed the same.

[Signature]
Notary Public

My Commission Expires:

Residing at: Park City

December 11, 2002



0056 1710 Bx01311 Pe01358

EXHIBIT "A"
CEDAR RIDGE AT QUARRY JUNCTION
BOUNDARY DESCRIPTION
JUNE 22, 1999

Beginning at a boundary corner of Pinebrook Pointe Condominiums, Phase "A", an expandable condominium project located in Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and on file at the Summit Count Recorder's Office, recorded on June 17, 1997 as Entry No. 480840. Said corner also being West 1620.57 feet and North 821.84 feet from the East ¼ Corner of said Section 11 (Basis of bearing being South 2647.76 feet between said East ¼ Corner and the Southeast Corner of Section 11); thence along the boundary of said Pinebrook Pointe Condominium Phase "A" and Phase "B", the following two (2) courses: thence 1) South 63°30'00" West 939.21 feet; thence 2) North 17°40'06" West 1226.67 feet; thence North 45°36'00" East 132.35 feet; thence North 79°27'05" East 360.61 feet; thence South 89°57'53" East 304.33 feet; thence South 04°58'11" West 230.87 feet; thence South 19°21'08" East 252.40 feet; thence South 41°58'14" East 591.83 feet to the point of beginning.

Containing 20.54 acres more or less.

EXHIBIT "B"
CEDAR RIDGE AT QUARRY JUNCTION
PHASE 1 DESCRIPTION
JUNE 22, 1999

Beginning at a boundary corner of Pinebrook Pointe Condominiums, Phase "A", an expandable condominium project located in Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and on file at the Summit Count Recorder's Office, recorded on June 17, 1997 as Entry No. 480840. Said corner also being West 1620.57 feet and North 821.84 feet from the East $\frac{1}{4}$ Corner of said Section 11 (Basis of bearing being South 2647.76 feet between said East $\frac{1}{4}$ Corner and the Southeast Corner of Section 11); thence along the boundary of said Pinebrook Pointe Condominium Phase "A" and Phase "B", the following two (2) courses: thence 1) South $63^{\circ}30'00''$ West 939.21 feet; thence 2) North $17^{\circ}40'06''$ West 347.02 feet; thence North $79^{\circ}08'28''$ East 83.50 feet; thence South $86^{\circ}27'23''$ East 73.03 feet; thence North $67^{\circ}06'36''$ East 101.73 feet; thence North $52^{\circ}23'11''$ East 127.37 feet; thence North $60^{\circ}57'20''$ East 148.26 feet; thence North $19^{\circ}21'08''$ West 318.31 feet; thence North $70^{\circ}38'52''$ East 175.61 feet; thence South $19^{\circ}21'08''$ East 32.41 feet; thence South $41^{\circ}58'14''$ East 591.83 feet to the point of beginning.

Containing 7.64 acres more or less.

00561710 Bk01311 Pg01360

EXHIBIT "C"
CEDAR RIDGE AT QUARRY JUNCTION
PHASE 2 DESCRIPTION
JUNE 22, 1999

Beginning at a point which is West 1620.57 feet and North 821.84 feet and North 41°58'14" West 591.83 feet and North 19°21'08" West 32.41 feet from the East ¼ Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing being South 2647.76 feet between said East ¼ Corner and the Southeast Corner of said Section 11); thence South 70°38'52" West 175.61 feet; thence South 19°21'08" East 318.31 feet; thence South 60°57'20" West 148.26 feet; thence South 52°23'11" West 127.37 feet; thence South 67°06'36" West 101.73 feet; thence North 86°27'23" West 73.03 feet; thence South 79°08'28" West 83.50 feet to the Easterly boundary of Pinebrook Pointe Condominiums Phase "A" and "B", an expandable condominium project on file at the Summit County Recorder's Office, recorded on June 17, 1997 as Entry No. 480840; thence North 17°40'06" West along said Easterly Boundary line 742.38 feet; thence North 72°19'54" East 118.48 feet; thence South 17°40'06" East 108.94 feet to a point on the arc of a 280.00 foot radius curve to the right, the center of which bears South 18°58'28" East; thence Easterly along said curve 16.61 feet through a central angle of 03°23'57"; thence South 21°43'34" East 55.40 feet to a point on the arc of a 225.00 foot radius curve to the right, the center of which bears South 14°03'50" East; thence Easterly along said curve 57.13 feet through a central angle of 14°32'52"; thence South 89°30'58" East 7.26 feet to a point of curvature of a 225.00 foot radius curve to the left the center of which bears North 00°29'02" East; thence Easterly along said curve 15.05 feet through a central angle of 03°49'55"; thence South 29°21'39" East 103.69 feet; thence North 50°40'22" East 110.53 feet; thence North 60°38'21" East 7.76 feet; thence North 81°19'55" East 96.86 feet; thence North 70°38'52" East 236.68 feet; thence South 19°21'08" East 124.56 feet to the point of beginning.

Containing 7.17 acres more or less.

00561710 Bx01311 Pg01361

EXHIBIT "D"
CEDAR RIDGE AT QUARRY JUNCTION
PHASE 3 DESCRIPTION
JUNE 22, 1999

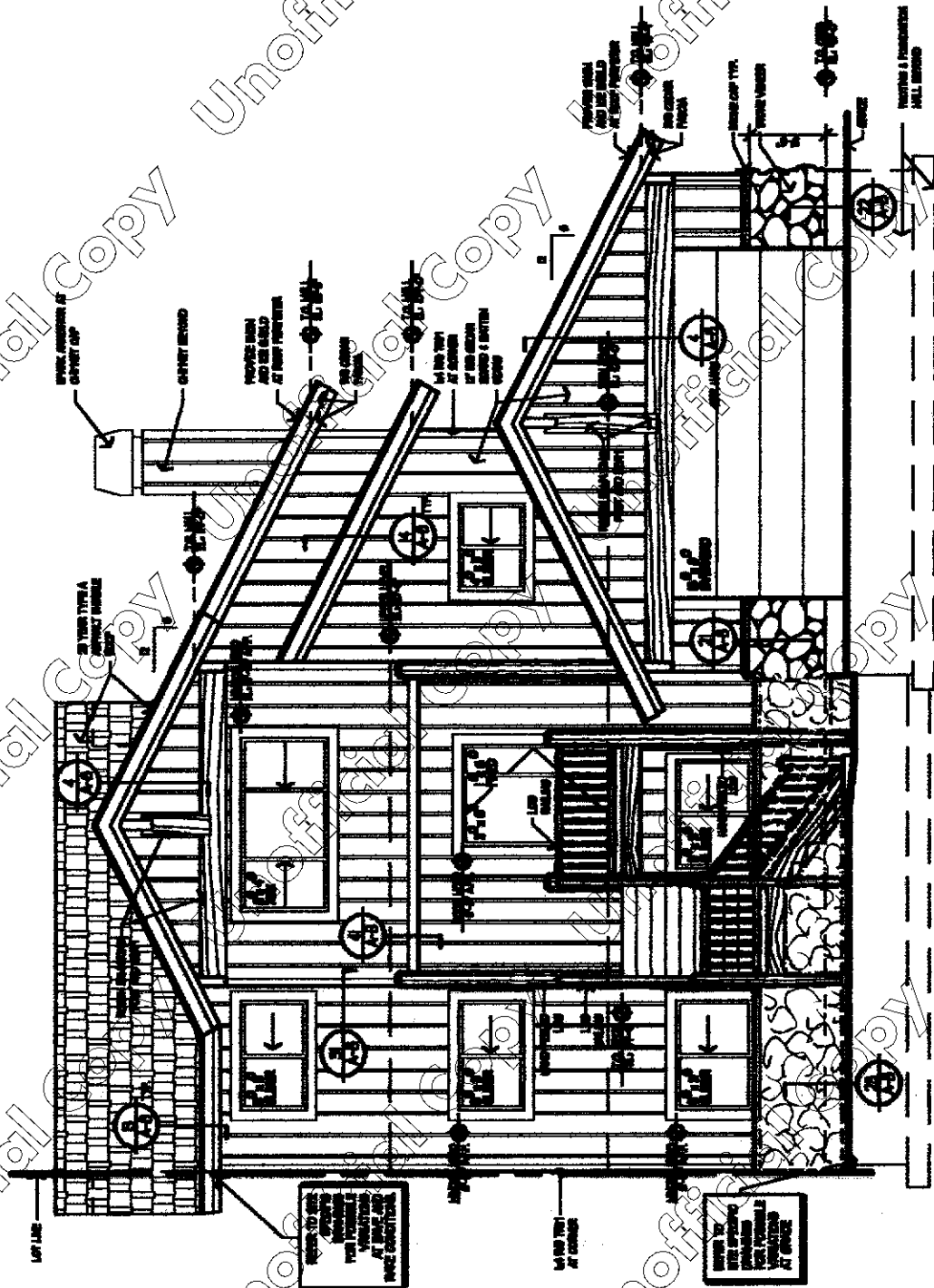
Beginning at a point which is West 1620.57 feet and North 821.84 feet and North 41°58'14" West 591.83 feet and North 19°21'08" West 156.97 feet from the East ¼ Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing being South 2647.76 feet between said East ¼ Corner and the Southeast Corner of said Section 11); thence South 70°38'52" West 236.68 feet; thence South 81°19'55" West 96.86 feet; thence South 60°38'21" West 7.76 feet; thence South 50°40'22" West 110.53 feet; thence North 29°21'39" West 103.69 feet to a point on the arc of a 225.00 foot radius curve to the right the center of which bears North 03°20'54" West; thence Westerly along said curve 15.05 feet through a central angle of 03°49'55"; thence North 89°30'58" West 7.26 feet to a point of curvature of a 225.00 foot radius curve to the left the center of which bears South 00°29'02" West; thence Westerly along said curve 57.13 feet through a central angle of 14°32'52"; thence North 21°43'34" West 55.40 feet to a point on the arc of a 280.00 foot radius curve to the left the center of which bears South 15°34'31" East; thence Westerly along said curve 16.61 feet through a central angle of 03°23'57"; thence North 17°40'06" West 108.94 feet; thence South 72°19'54" West 118.48 feet; thence North 17°40'06" West 137.27 feet; thence North 45°36'00" East 132.35 feet; thence North 79°27'05" East 360.61 feet; thence South 89°57'53" East 304.33 feet; thence South 04°58'11" West 230.87 feet; thence South 19°21'08" East 95.43 feet to the point of beginning.

Containing 5.72 acres more or less.

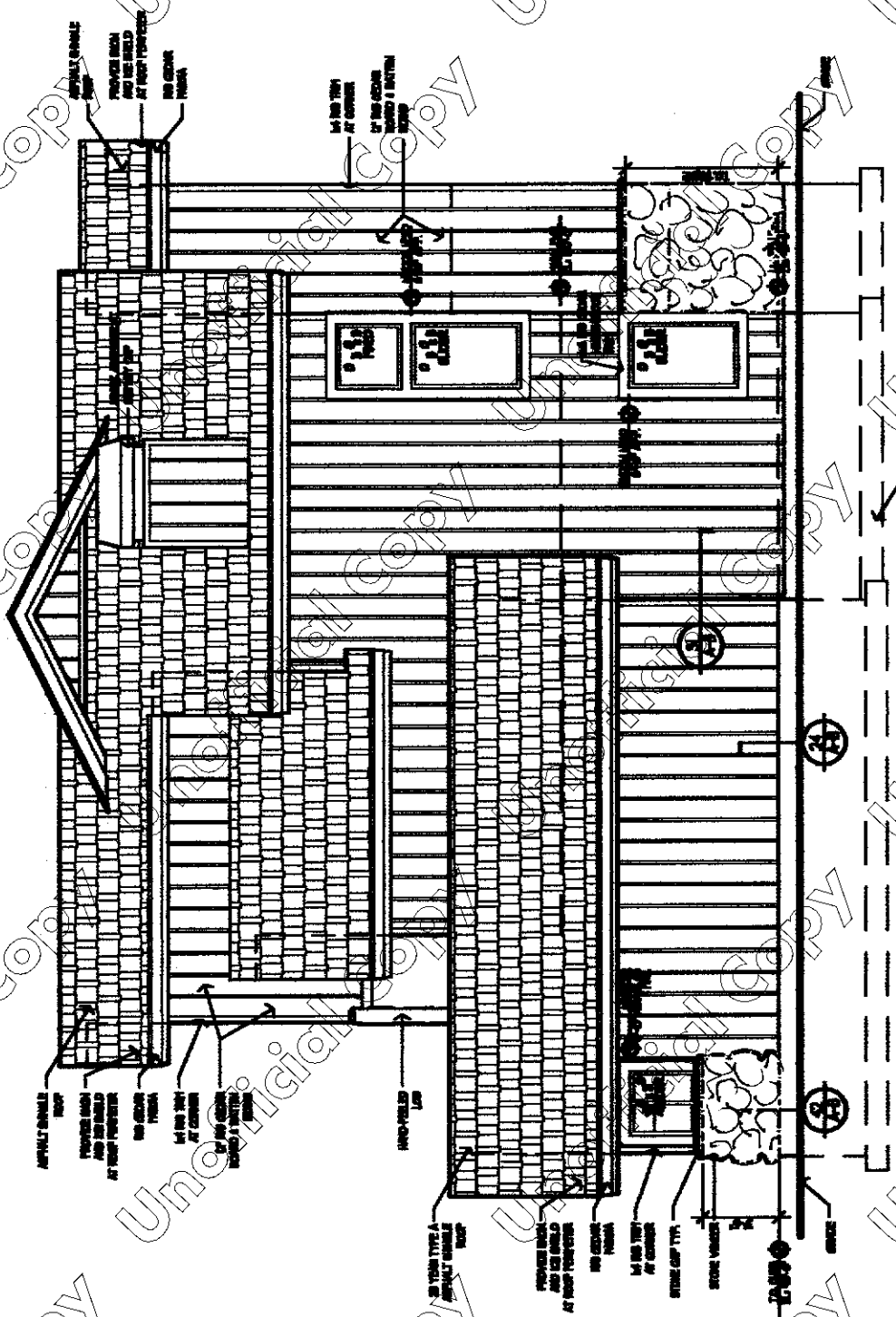
00561710 Bk01311 Pg01362

JUNIPER FALLS UNITS ELEVATIONS

00561710 Bx01311 Pg01363

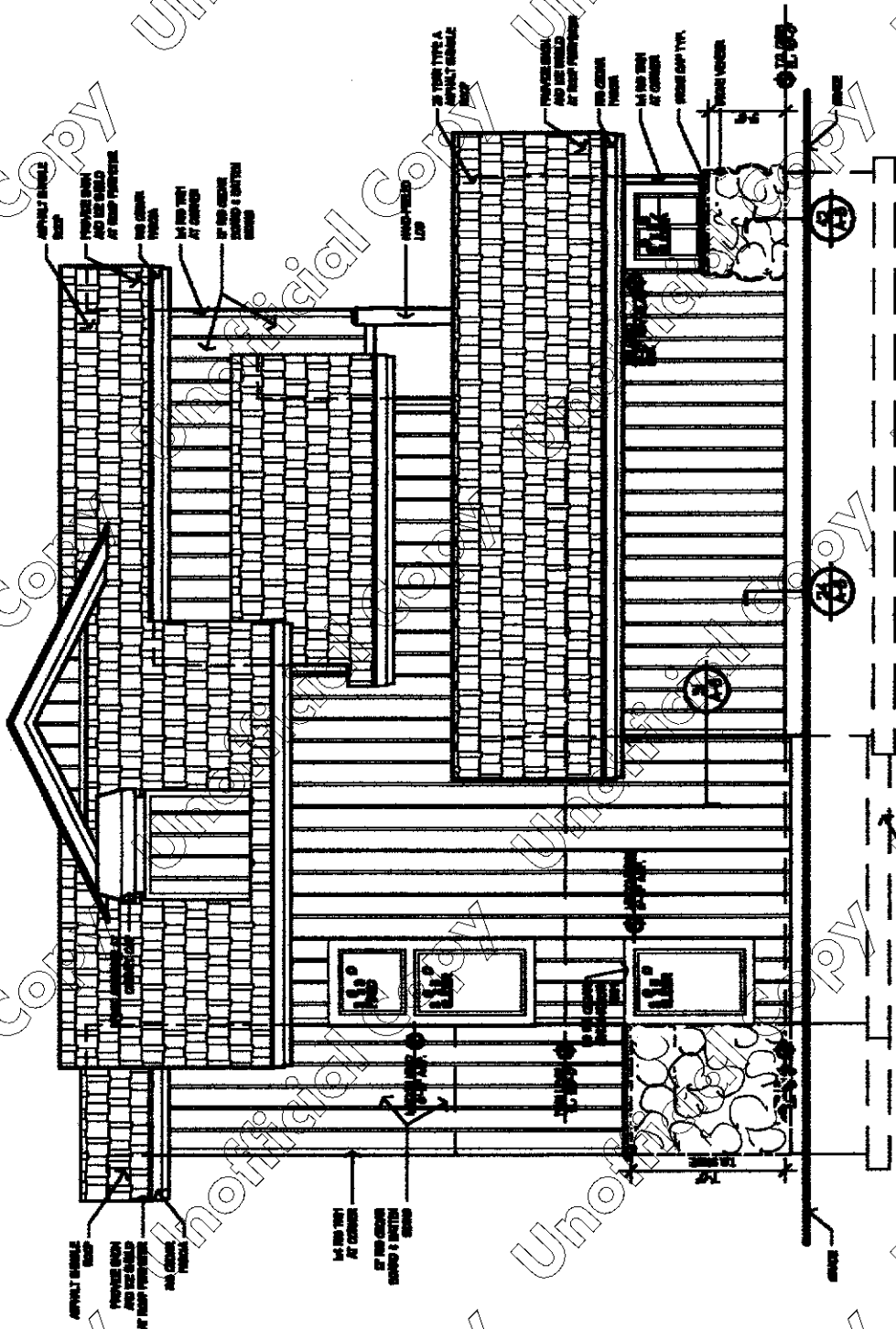


CEDAR RIDGE at QUARRY JUNCTION
JUNIPER FALLS UNIT
 Front Elevation
 SCALE: 1/8" = 1'-0"



CEDAR RIDGE at QUARRY JUNCTION
JUNIPER FALLS UNIT
 Right Elevation
 02/15/00-1-C

00561710 Bk01311 Pg01366



APPLY BRICK
 PATTERN TO
 ENTIRE WALL
 OF THIS PORTION
 OF THE BUILDING

14 IN. DIA. TRAY
 AT CORNER
 OF THE ROOF
 TO BE SET IN
 BRICK & MORTAR

14 IN. DIA. TRAY
 AT CORNER
 OF THE ROOF
 TO BE SET IN
 BRICK & MORTAR

14 IN. DIA. TRAY
 AT CORNER
 OF THE ROOF
 TO BE SET IN
 BRICK & MORTAR

APPLY BRICK
 PATTERN TO
 ENTIRE WALL
 OF THIS PORTION
 OF THE BUILDING

14 IN. DIA. TRAY
 AT CORNER
 OF THE ROOF
 TO BE SET IN
 BRICK & MORTAR

APPLY BRICK
 PATTERN TO
 ENTIRE WALL
 OF THIS PORTION
 OF THE BUILDING

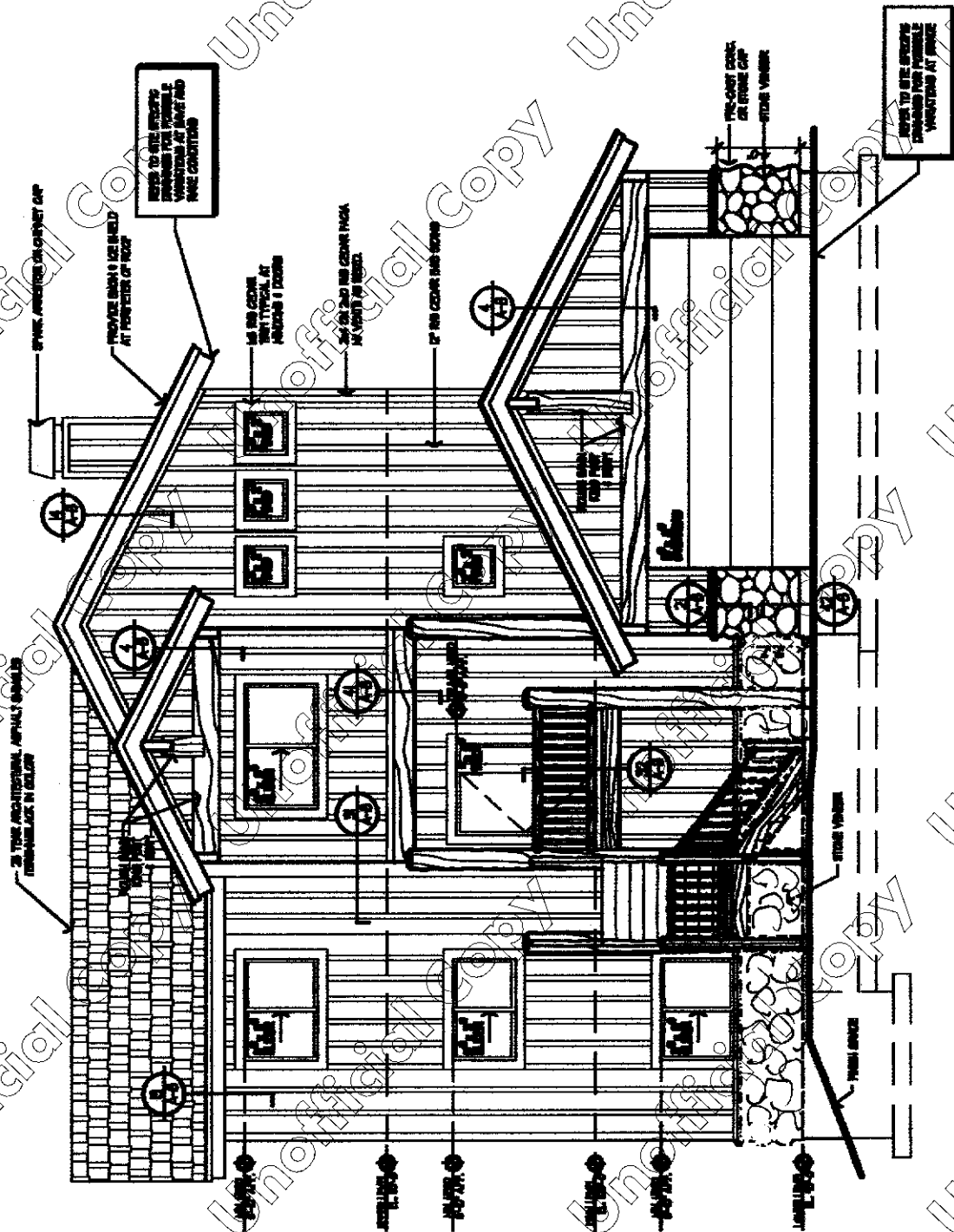
14 IN. DIA. TRAY
 AT CORNER
 OF THE ROOF
 TO BE SET IN
 BRICK & MORTAR

00561710 Bx01311 Pg01367

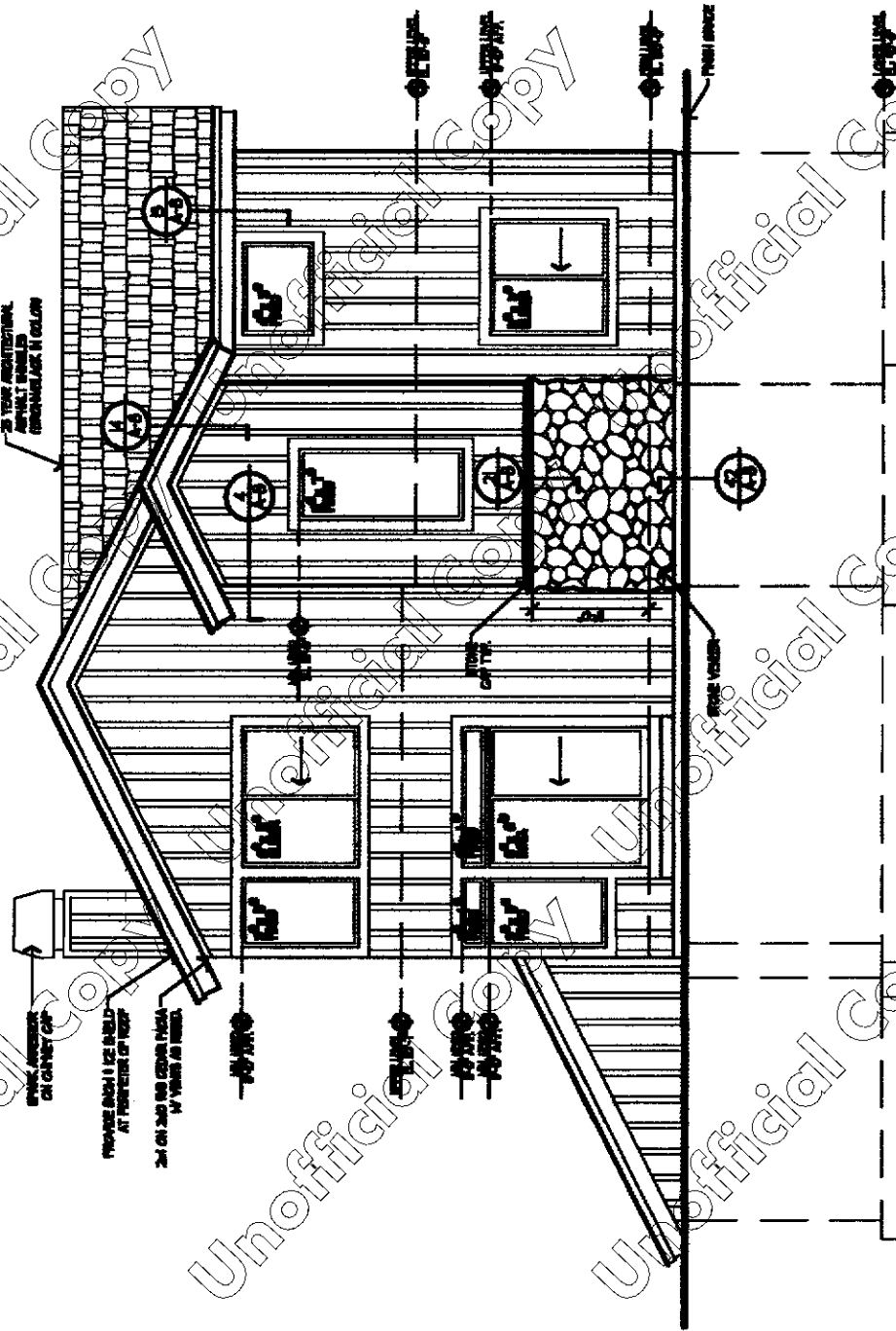
CEDAR RIDGE at QUARRY JUNCTION
JUNIPER FALLS UNIT
 Left Elevation
 SCALE 1/8"=1'-0"

ALDER BLUFF ELEVATIONS UNIT

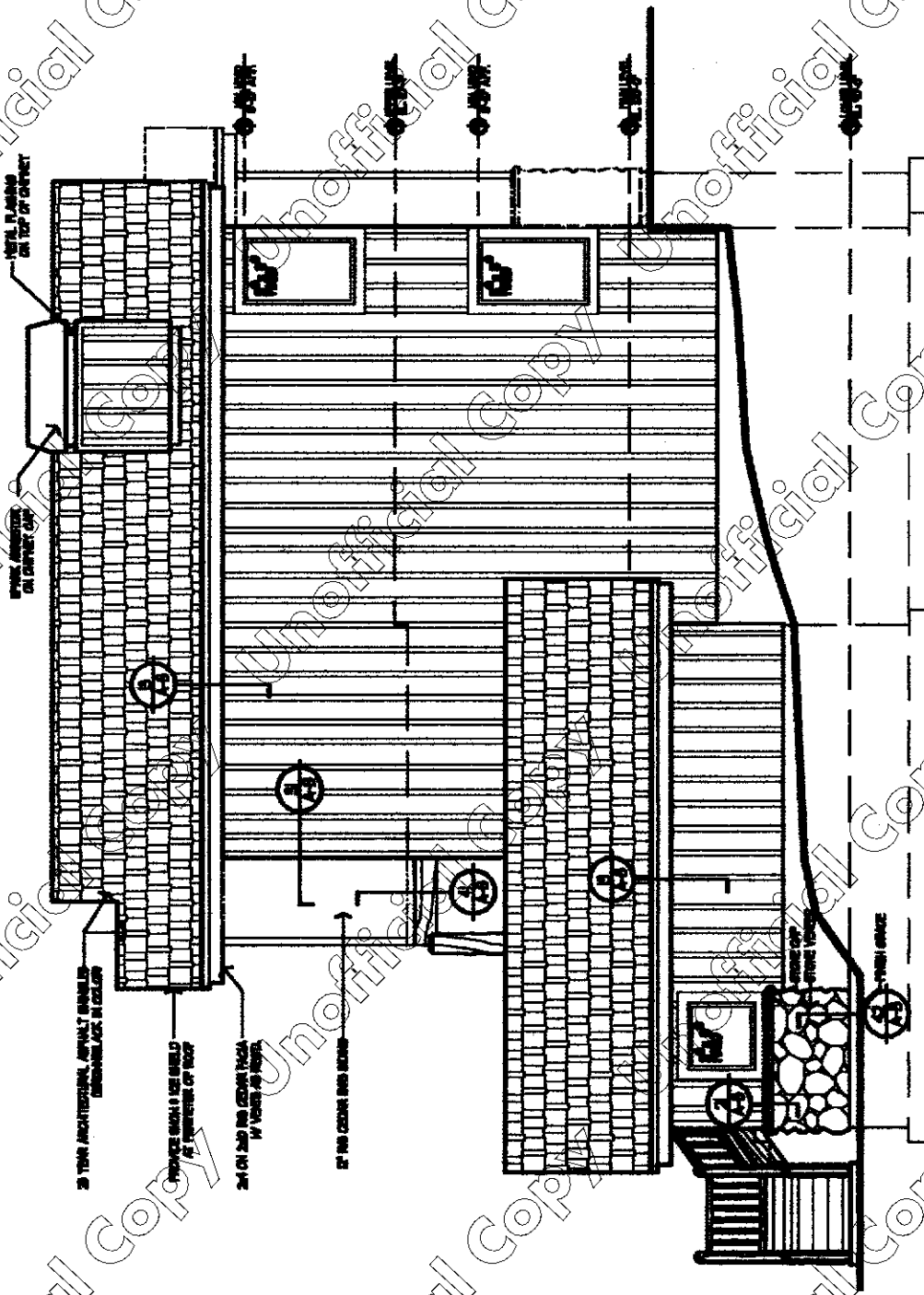
00561710 Bk01311 Pg01368



CEDAR RIDGE at QUARRY JUNCTION
ALDER BLUFF UNIT
 Front Elevation
 SCALE: 1/8" = 1'-0"



CEDAR RIDGE at QUARRY JUNCTION
ALDER BLUFF UNIT
 Rear Elevation
 SCALE 1/8"=1'-0"



NOTE: FINISH ON TOP OF CONCRETE

NOTE: FINISH ON TOP OF CONCRETE

20 YEAR ARCHITECTURAL, ANTI-ALY FINISHES TO MATCH EXISTING BRICK IN COLOR

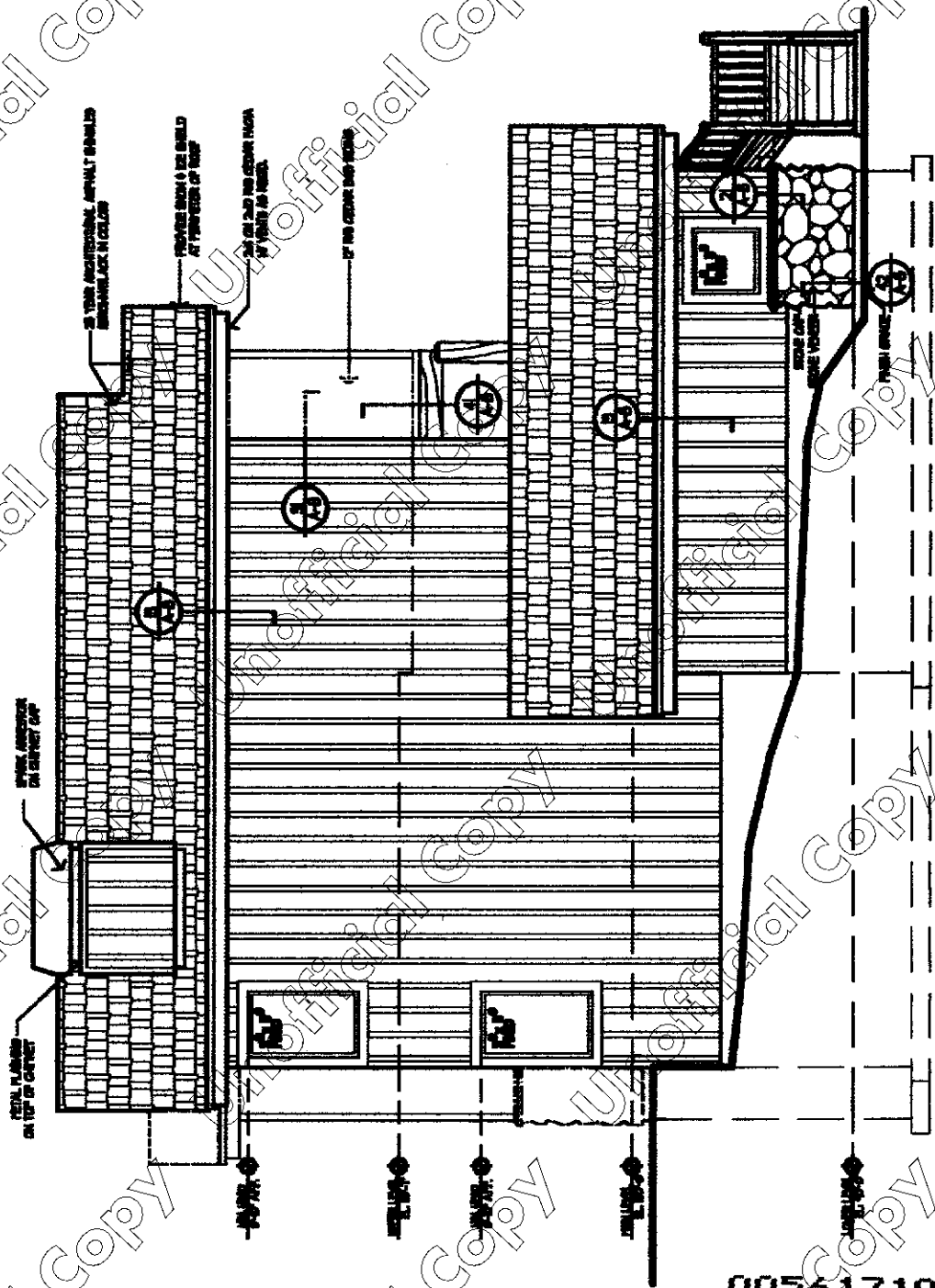
BRICKER SHALL USE BRICKS AT LEAST 100 LBS

24" ON 24" MAX CENTER TO CENTER 14" VERT. AIR SPACE

24" ON 24" MAX CENTER TO CENTER 14" VERT. AIR SPACE

24" ON 24" MAX CENTER TO CENTER 14" VERT. AIR SPACE

CEDAR RIDGE at QUARRY JUNCTION
ALDER BLUFF UNIT
 Right Elevation
 SCALE: 1/8" = 1'-0"

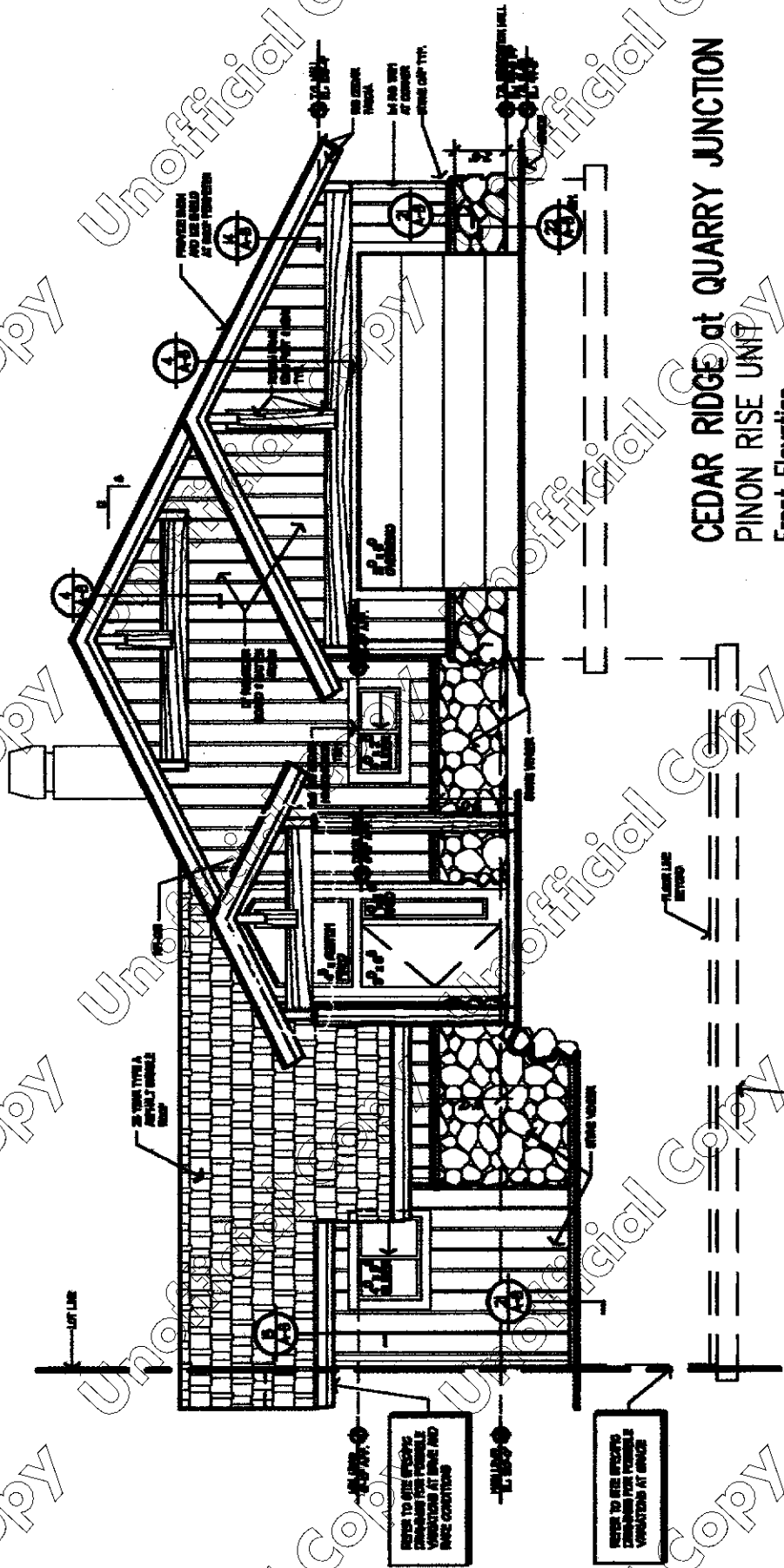


CEDAR RIDGE at QUARRY JUNCTION
ALDER BLUFF UNIT
 Left Elevation
 SCALE: 1/8" = 1'-0"

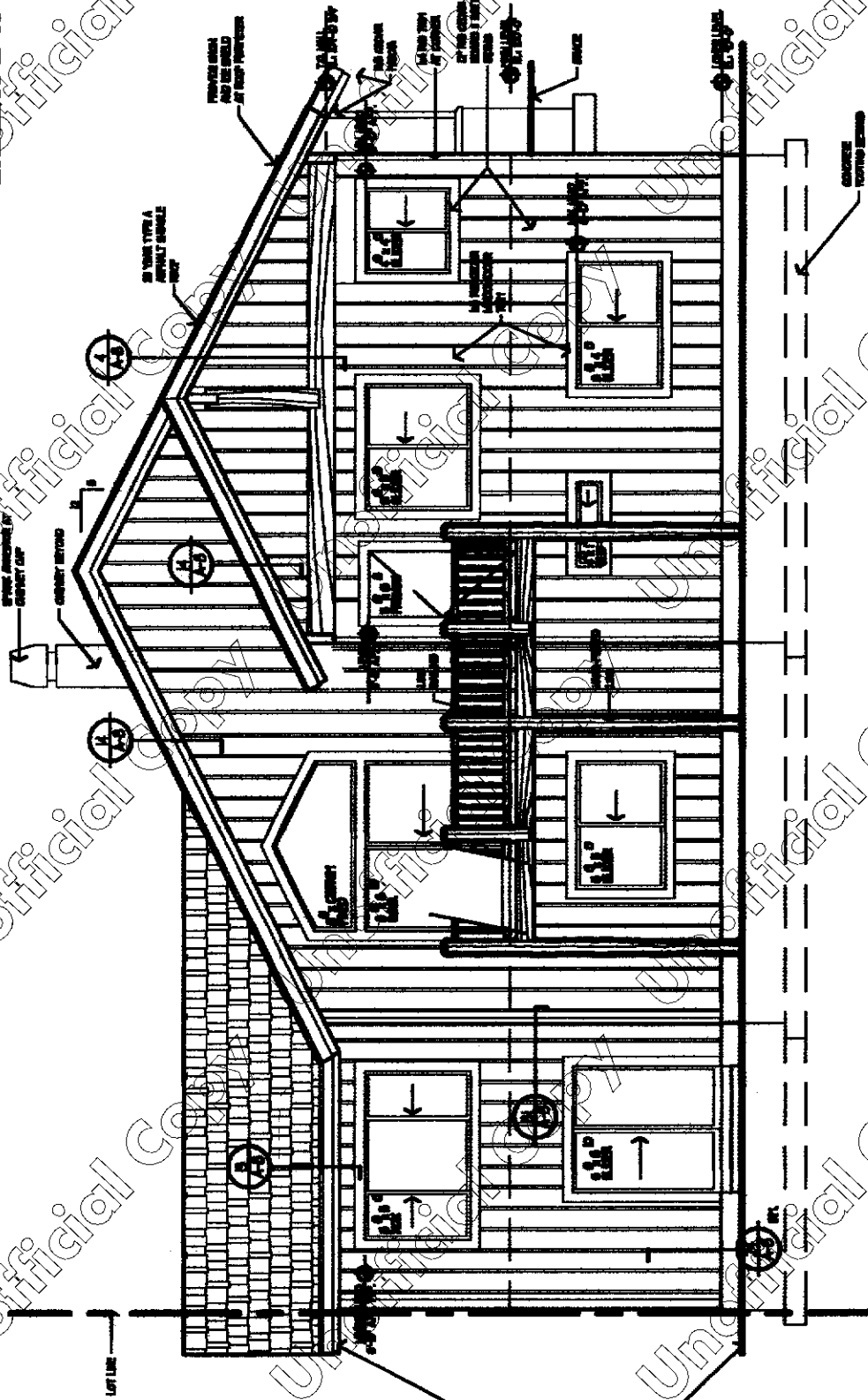
00561710 Bk01311 Pg01372

PINONRISE UNIT ELEVATIONS

00561710 Bk01311 Pg01373



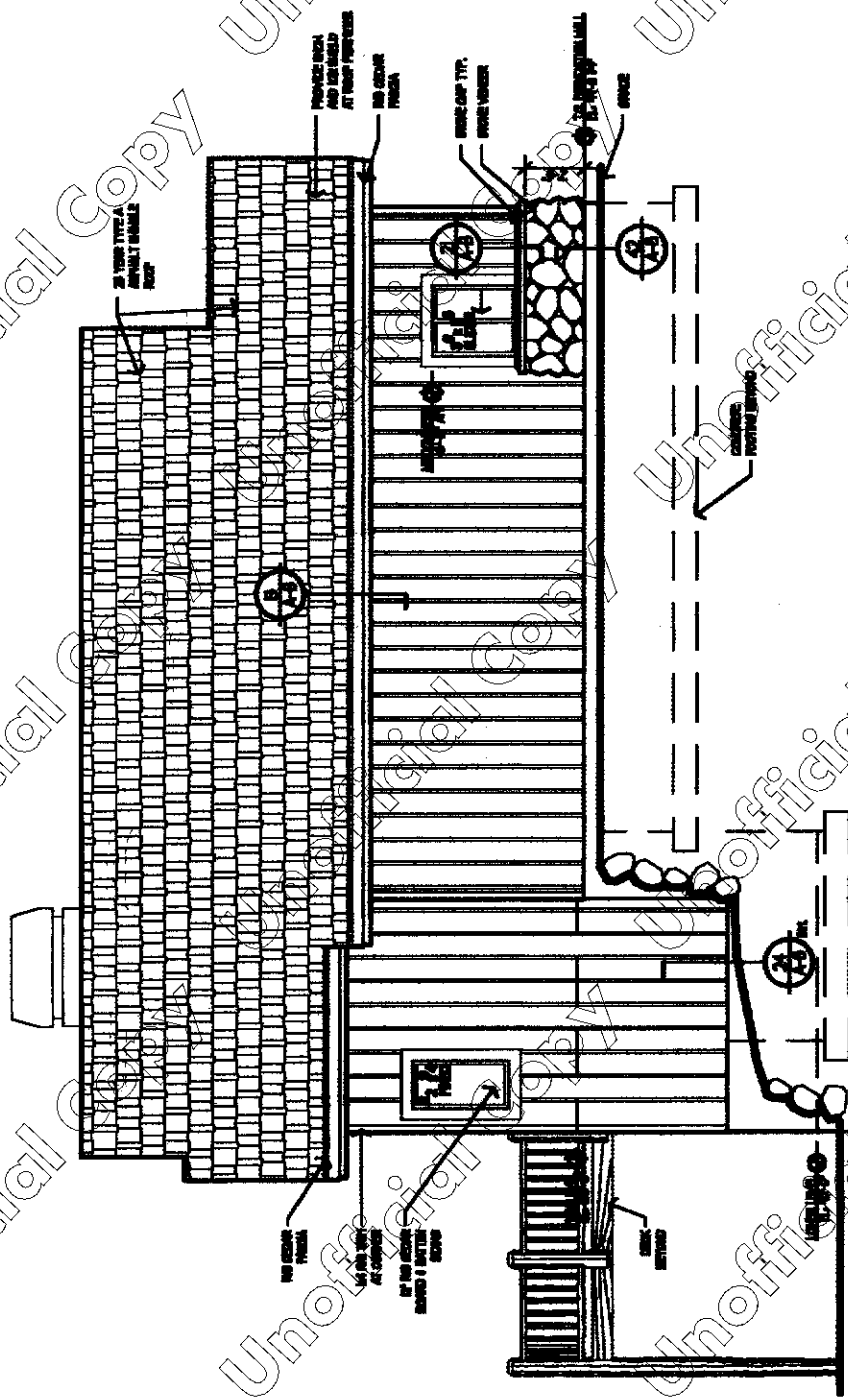
CEDAR RIDGE at QUARRY JUNCTION
PINON RISE UNIT
 Front Elevation
 SCALE: 1/8"=1'-0"



CEDAR RIDGE at QUARRY JUNCTION
PINON RISE UNIT
 Rear Elevation
 SCALE: 1/4" = 1'-0"

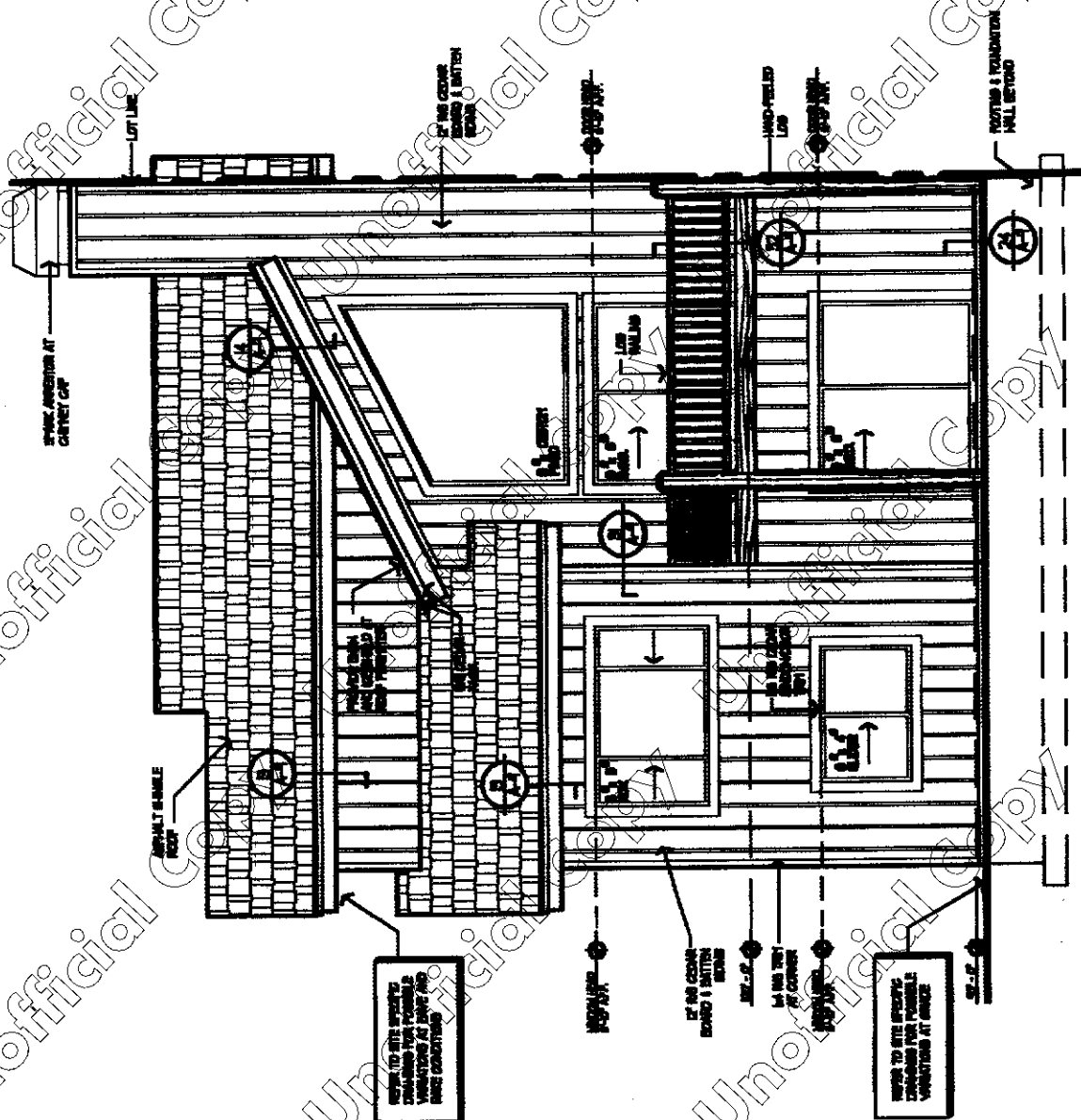
REFER TO SEE ELEVATION
 CHANGES FOR POSSIBLE
 VARIATIONS AT SINK AND
 WIND CONDITIONS

REFER TO SEE ELEVATION
 CHANGES FOR POSSIBLE
 VARIATIONS AT SINK

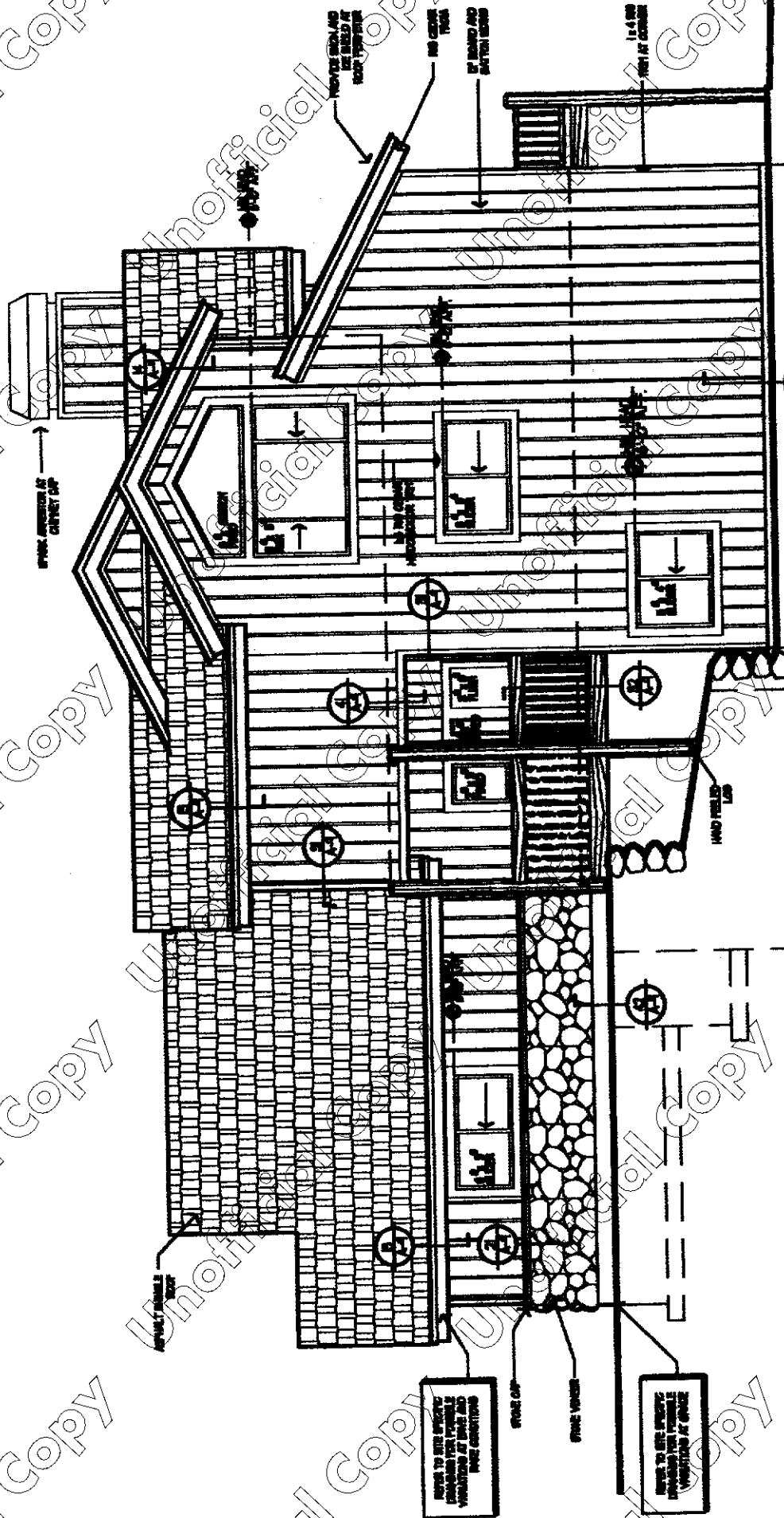


CEDAR RIDGE at QUARRY JUNCTION
PINON RISE UNIT
 Left Elevation
 SCALE: 1/8" = 1'-0"

CEDAR COVE DUPLEX ELEVATIONS



CEDAR RIDGE at QUARRY JUNCTION
CEDAR COVE DUPLEX
 Rear Elevation
 Scale: 1/8" = 1'-0"



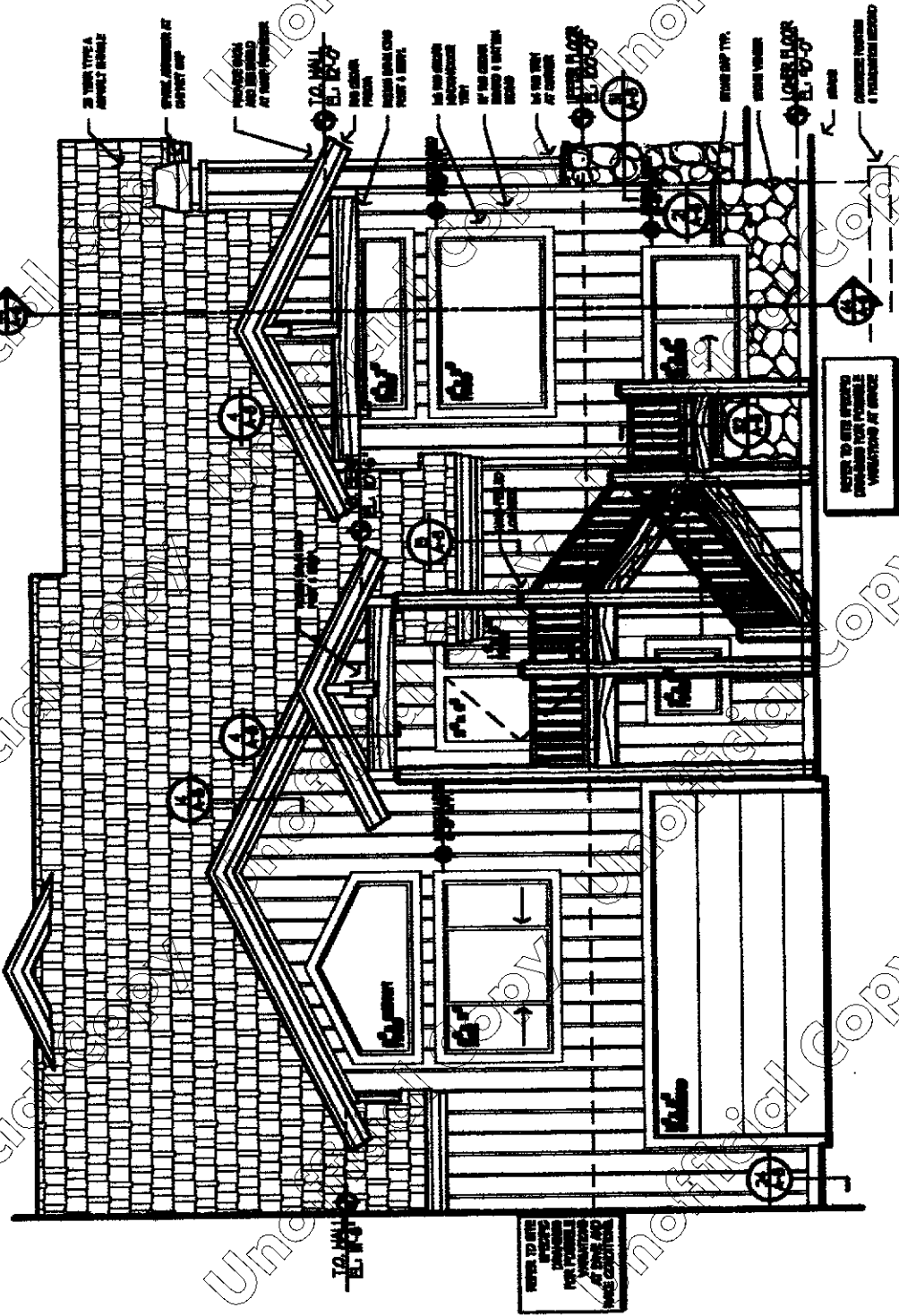
CEDAR RIDGE at QUARRY JUNCTION
CEDAR COVE DUPLEX
 Left Elevation
 SCALE: 1/8" = 1'-0"

REFER TO THE SPECIFICATIONS FOR FINISHES AND MATERIALS AT THIS LOCATION AT ONCE

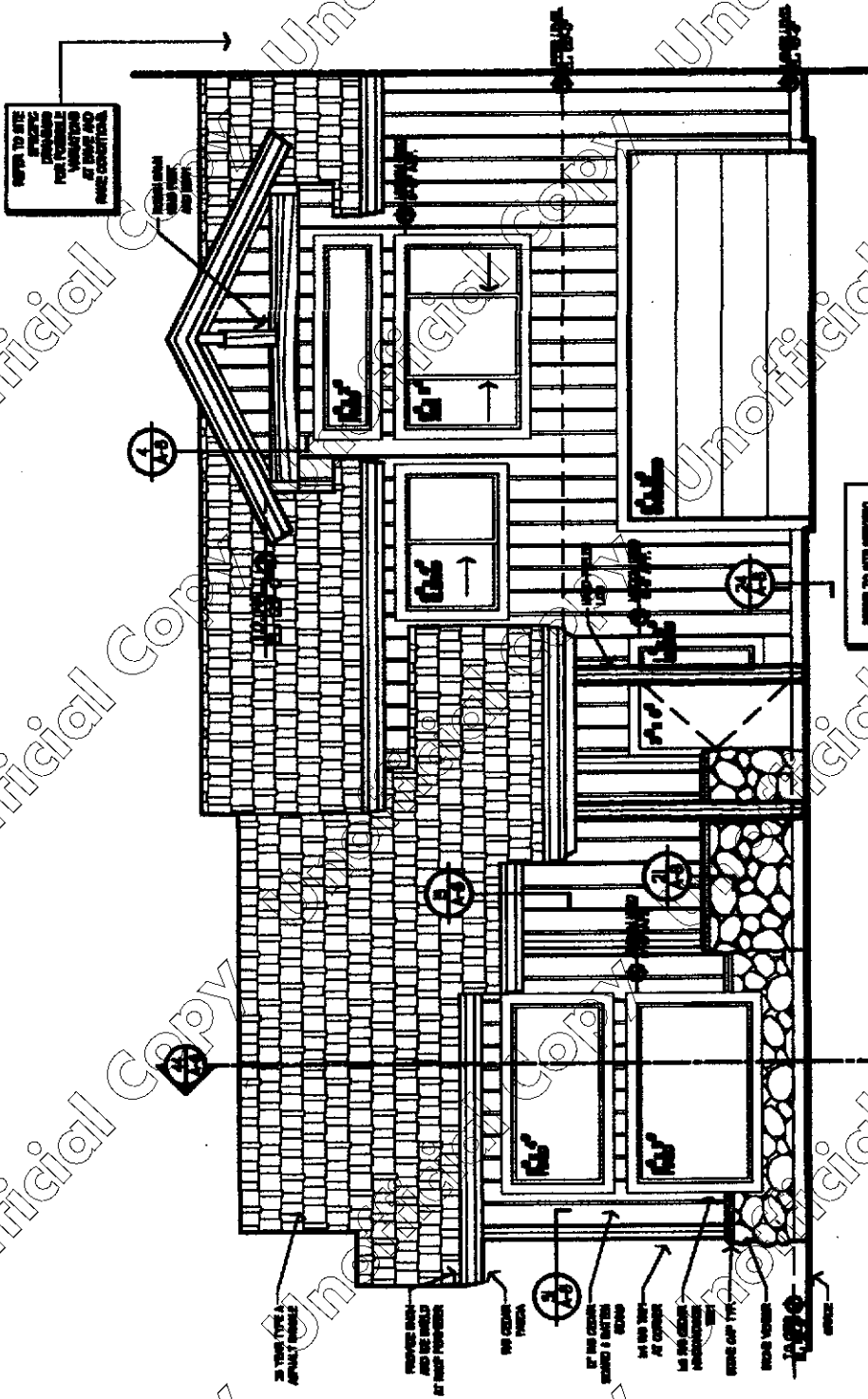
REFER TO THE SPECIFICATIONS FOR FINISHES AND MATERIALS AT THIS LOCATION AT ONCE

SPRUCE KNOLL AND WILLOW RIDGE ELEVATIONS

00561710 Bx01311 Pg01383

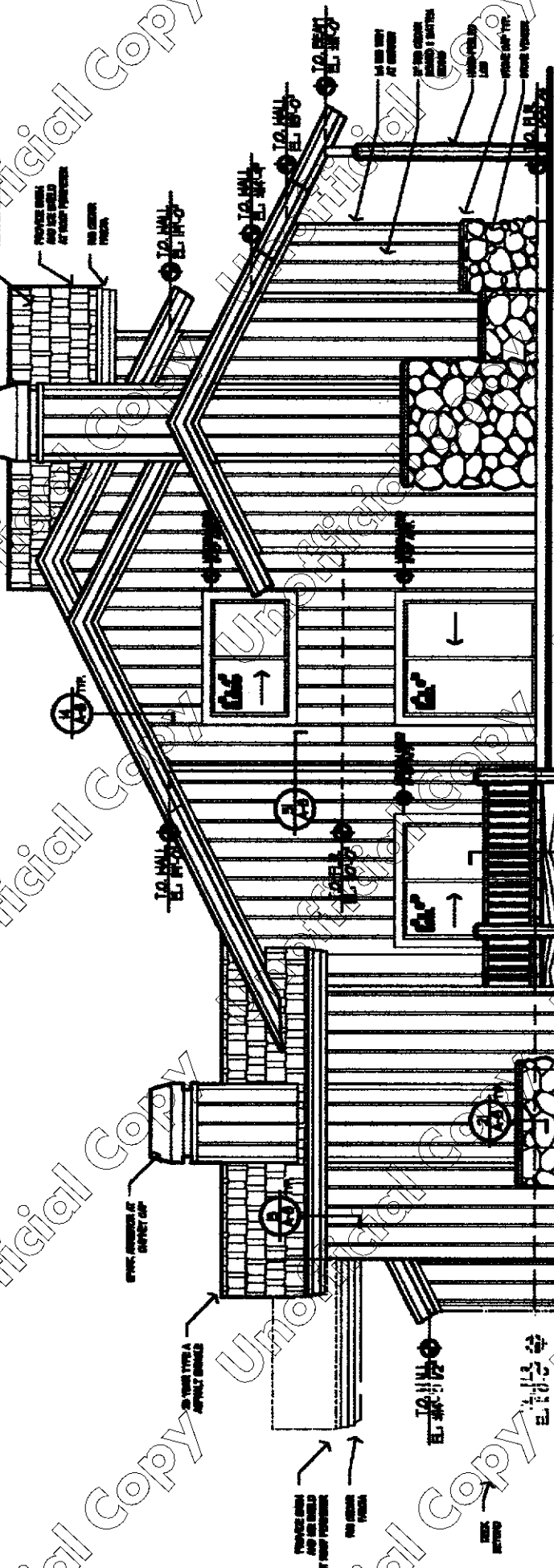


CEDAR RIDGE at QUARRY JUNCTION
SPRUCE KNOLL and WILLOW RIDGE
 Front Elevation
 SCALE: 1/4" = 1'-0"



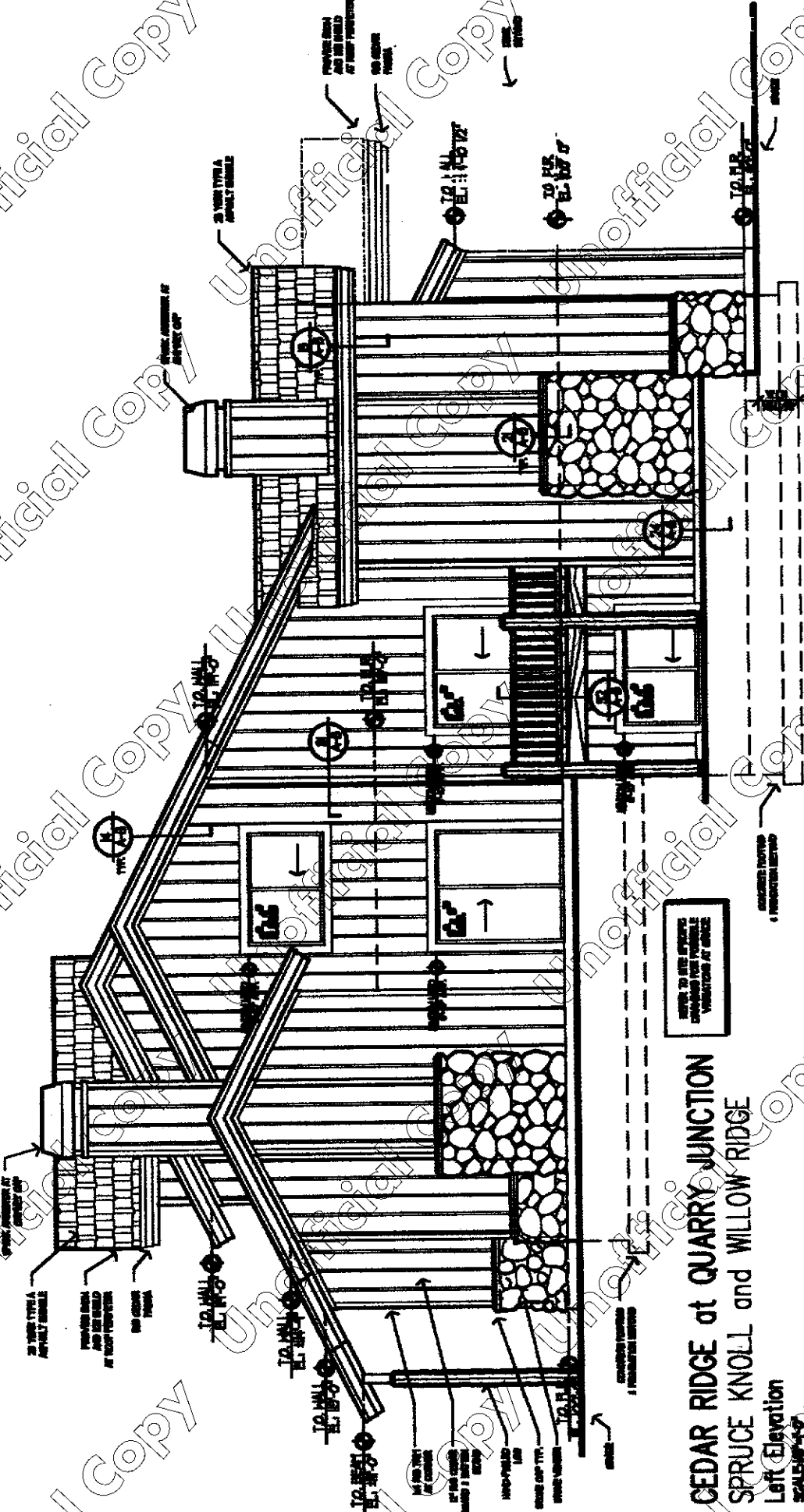
**CEDAR RIDGE at QUARRY JUNCTION
SPRUCE KNOLL and WILLOW RIDGE**
Rear Elevation
SCALE: 1/8" = 1'-0"

SEE PLAN OF EXHIBIT E-24
FOR THE LOCATION OF THIS SECTION



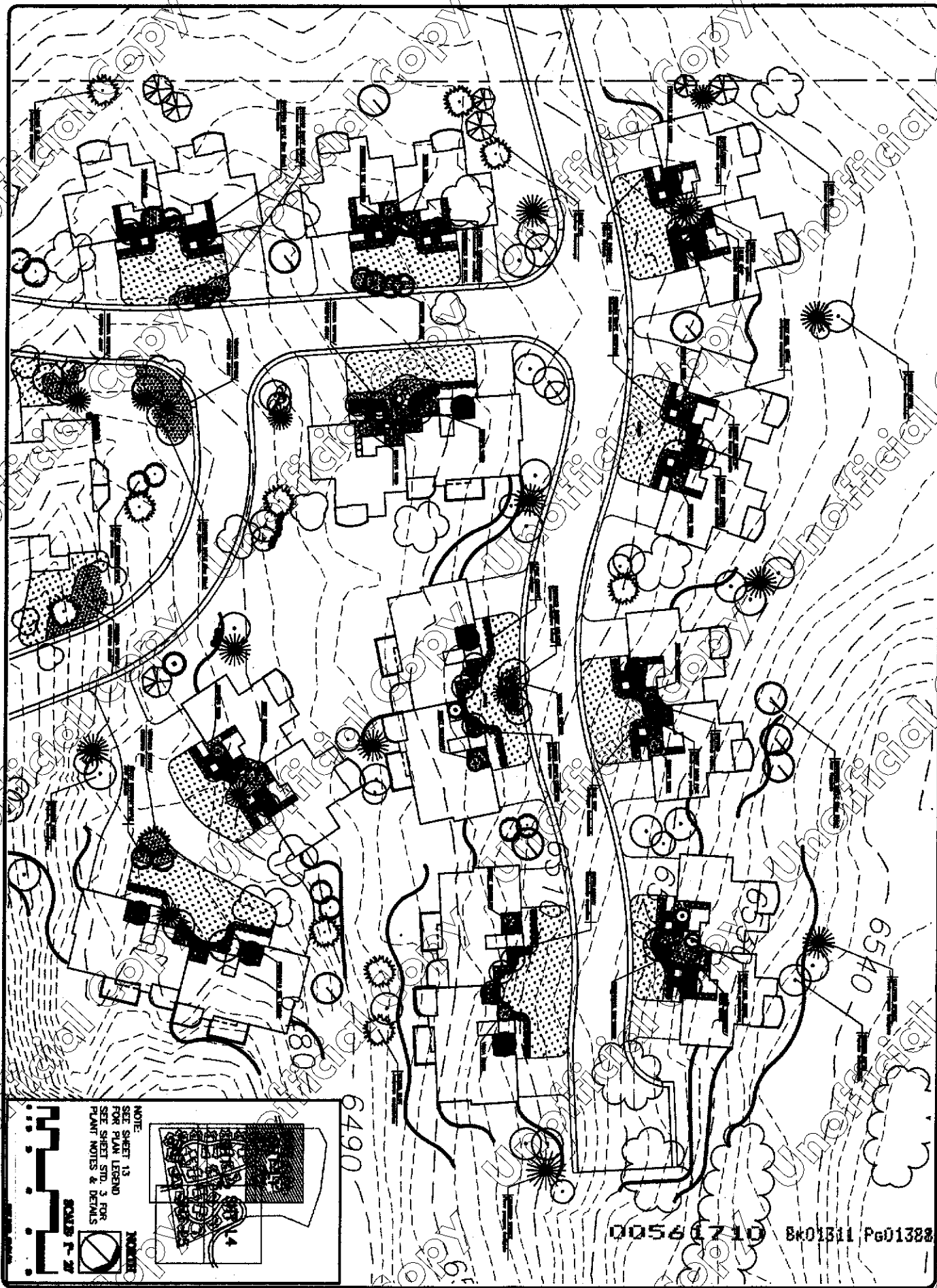
CEDAR RIDGE at QUARRY JUNCTION
SRUCE KNOLL and WILLOW RIDGE
 Right Elevation
 SCALE 1/8" = 1'-0"

NOTES: SEE PLAN FOR THE LOCATION OF THIS SECTION

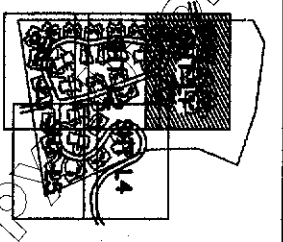


CEDAR RIDGE at QUARRY JUNCTION
SPRUCE KNOLL and WILLOW RIDGE
 Left Elevation
 SCALE 1/8" = 1'-0"

DU 56 17 10 Bk01311 Pg01387



NOTE:
SEE SHEET 13
FOR PLAN LEGEND
SEE SHEET STD. 3 FOR
PLANT NOTES & DETAILS



SCALE 1" = 20'

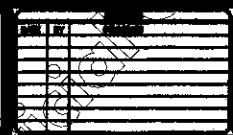
CEDAR RIDGE
● QUARRY JUNCTION
FINAL LANDSCAPE PLAN

LEWISTON FAMILY LARGED PARTNERSHIP

DATE: 11/06/10

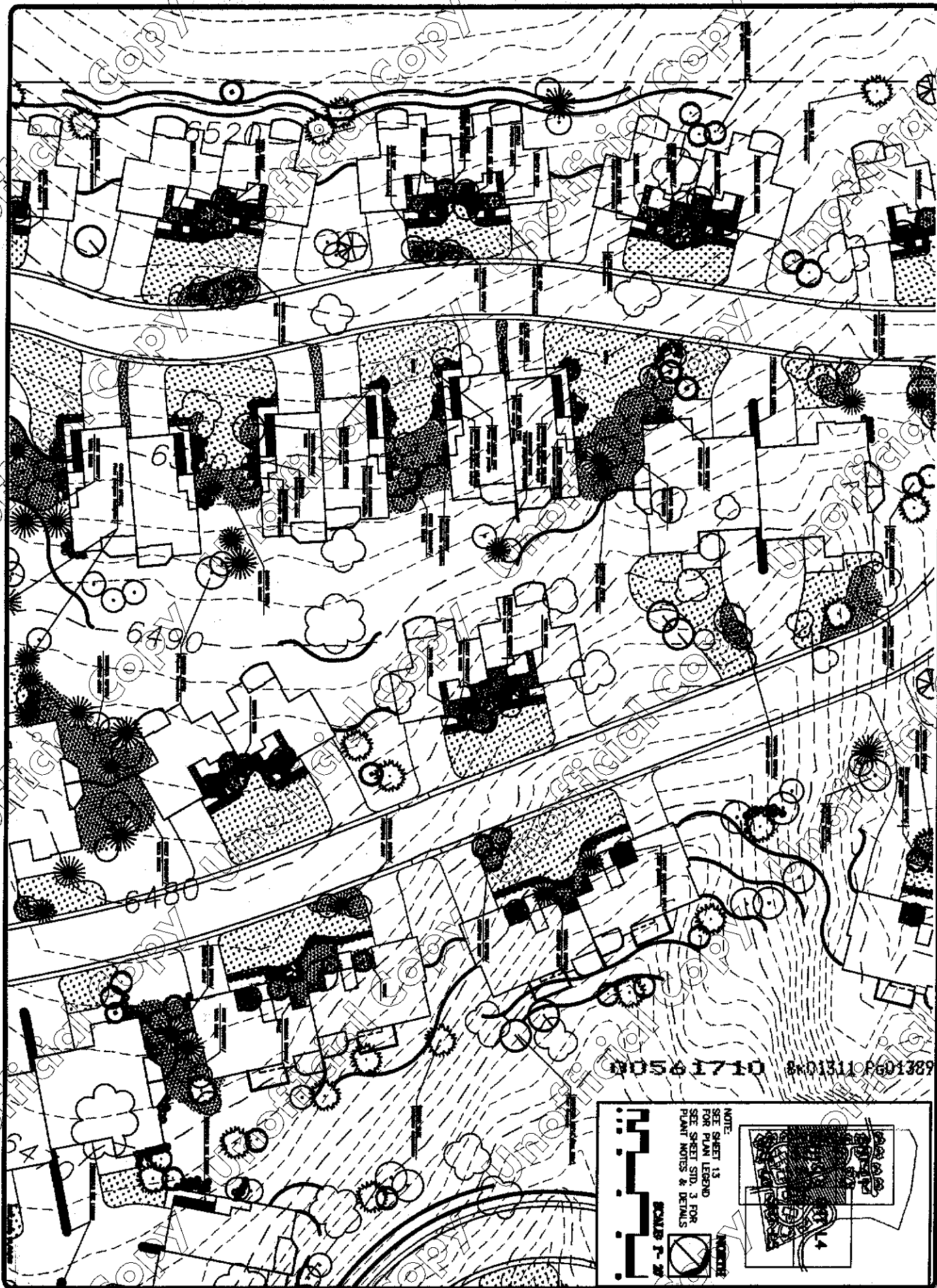
DESIGNER: [Symbol]

PLANT: [Symbol]



**THE JACK
JOHNSON
COMPANY**

1777 2nd Ave. S.W. • Portland, OR 97201
503.255.1100 • Fax: 503.255.1101

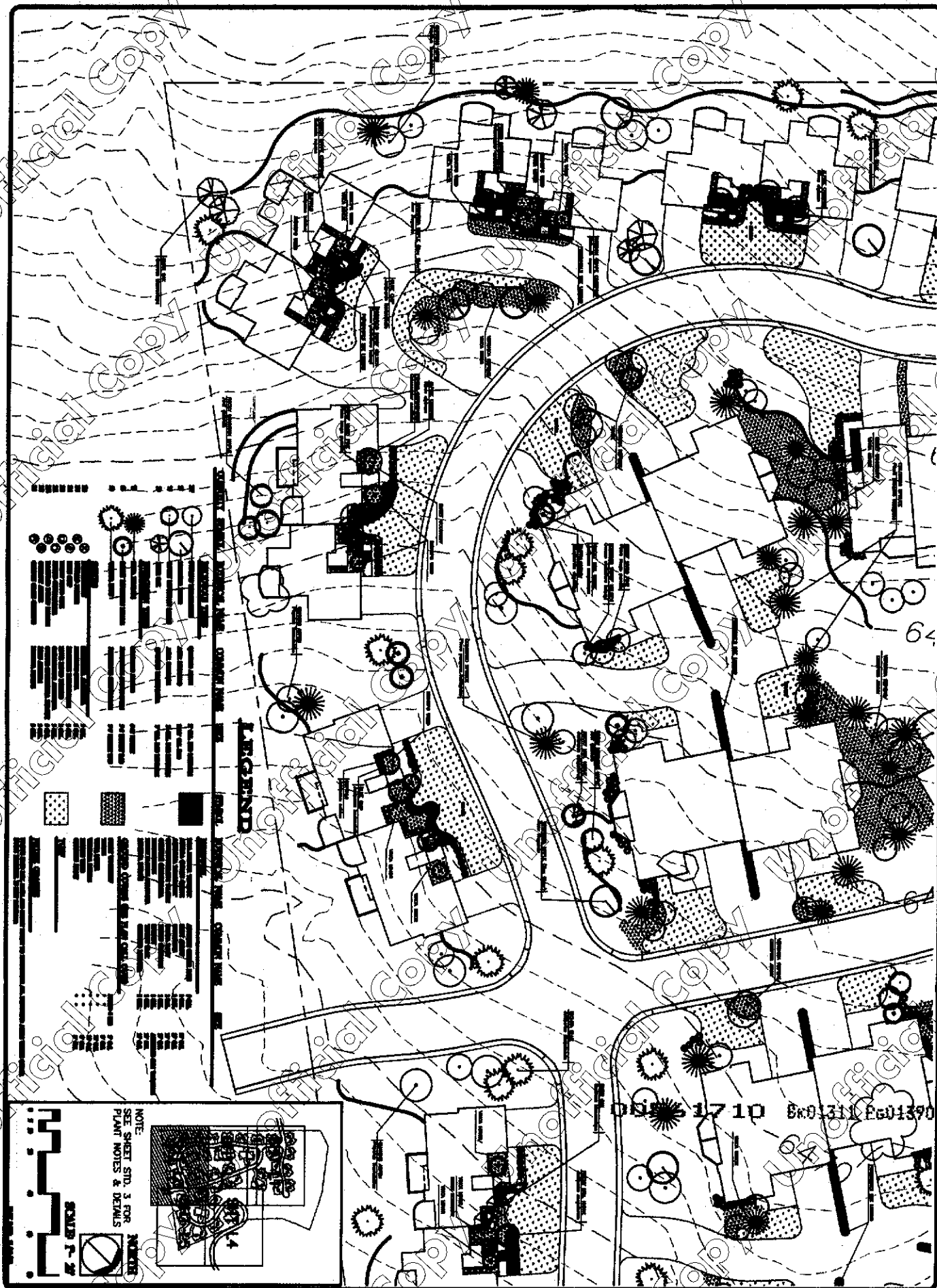


80561710 8-013110601389

NOTE:
SEE SHEET 13
FOR PLAN LEGEND
SEE SHEET 3 FOR
PLANT NOTES & DETAILS

BOARD J-20

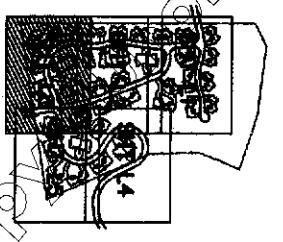
<p>CEDAR RIDGE ● QUARRY JUNCTION FINAL LANDSCAPE PLAN</p>						<p>THE JACK JOHNSON COMPANY</p>
<p>UNION CITY FAMILY LIMITED PARTNERSHIP</p>	<p>10000 44000</p>	<p>1/2" = 1' - 0"</p>	<p>1/4" = 1' - 0"</p>	<p>1/8" = 1' - 0"</p>	<p>1/16" = 1' - 0"</p>	<p>1777 W. PINE BLVD. • P.O. BOX 10000 DALLAS, TEXAS 75217</p>



LEGEND

- TREES
- SHRUBS
- LAWN
- GROUND COVER
- PARKING
- BUILDING
- DRIVEWAY
- PATH
- FENCE
- UTILITY
- WATER FEATURE
- SITE BOUNDARY
- SURVEY LINE

NOTE:
SEE SHEET STD. 3 FOR
PLANT NOTES & DETAILS



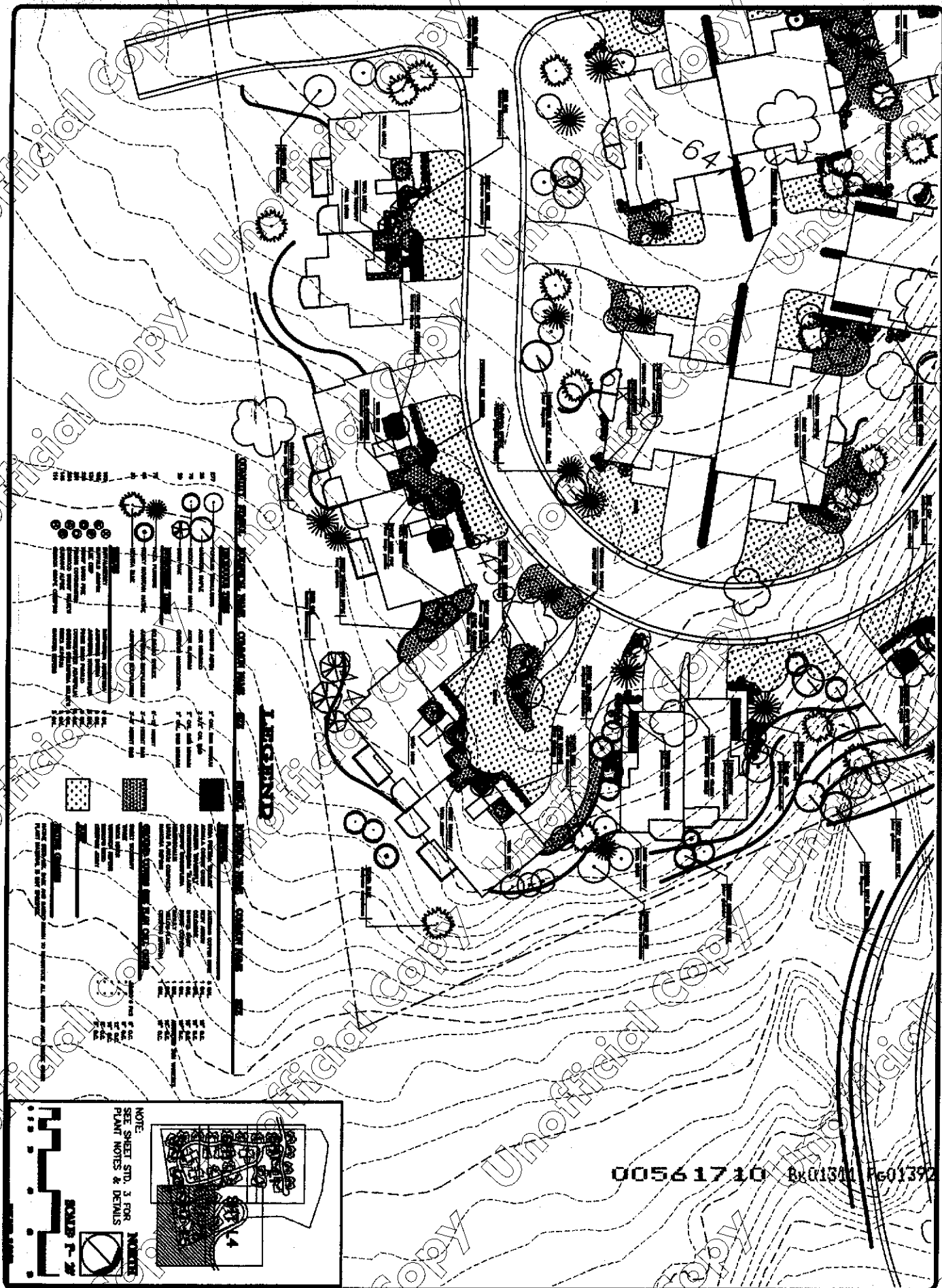
SCALE: 1" = 20'

17 10 8x01311 P601390

CEDAR RIDGE
● QUARRY JUNCTION
FINAL LANDSCAPE PLAN

LANDSCAPE FAMILY LIMITED PARTNERSHIP 410018 10/19/04 PLOT#

THE JACK JOHNSON COMPANY
 177 1/2 Park Ave. Park Ridge, N.J. 07656



LEGEND

	Tree
	Shrub
	Building
	Driveway
	Walkway
	Fence
	Utility Line
	Contour Line
	Stream
	Road
	Parking Lot
	Lawn
	Garden Bed
	Tree Symbol
	Shrub Symbol
	Building Symbol
	Driveway Symbol
	Walkway Symbol
	Fence Symbol
	Utility Line Symbol
	Contour Line Symbol
	Stream Symbol
	Road Symbol
	Parking Lot Symbol
	Lawn Symbol
	Garden Bed Symbol

	Tree
	Shrub
	Building
	Driveway
	Walkway
	Fence
	Utility Line
	Contour Line
	Stream
	Road
	Parking Lot
	Lawn
	Garden Bed

NOTE:
SEE SHEET STD. 3 FOR PLANT NOTES & DETAILS

SCALE: 1" = 20'

INDEX:

00561710 Bx01341 Pg01392

CEDAR RIDGE QUARRY JUNCTION FINAL LANDSCAPE PLAN

LANDSCAPE FAMILY LIMITED PARTNERSHIP 410010 Highway 11075

THE JACK JOHNSON COMPANY
177 1/2 Park Blvd. • Parkville, MO 64150

EXHIBIT G TABLE OF PROPORTIONATE SHARES

G-1

LOT	ADDRESS	PROPORTIONATE SHARE
1	3352 West Cedar Drive	0.011364
2	3356 West Cedar Drive	0.011364
3	3360 West Cedar Drive	0.011364
4	3364 West Cedar Drive	0.011364
5	3368 West Cedar Drive	0.011364
6	3372 West Cedar Drive	0.011364
7	3378 West Cedar Drive	0.011364
8	3380 West Cedar Drive	0.011364
9	3384 West Cedar Drive	0.011364
10	3388 West Cedar Drive	0.011364
11	3392 West Cedar Drive	0.011364
12	3396 West Cedar Drive	0.011364
13	3400 West Cedar Drive	0.011364
14	3404 West Cedar Drive	0.011364
15	3410 West Cedar Drive	0.011364
16	3412 West Cedar Drive	0.011364
17	3414 West Cedar Drive	0.011364
18	3416 West Cedar Drive	0.011364
19	3418 West Cedar Drive	0.011364
20	3420 West Cedar Drive	0.011364
21	3422 West Cedar Drive	0.011364
22	3424 West Cedar Drive	0.011364
23	3428 West Cedar Drive	0.011364
24	3430 West Cedar Drive	0.011364
25	3429 West Cedar Drive	0.011364
26	3419 West Cedar Drive	0.011364
27	3425 West Cedar Drive	0.011364
28	3421 West Cedar Drive	0.011364
29	3415 West Cedar Drive	0.011364
30	3417 West Cedar Drive	0.011364
31	8370 North Point Road	0.011364
32	8364 North Point Road	0.011364
33	8365 North Point Road	0.011364
34	8371 North Point Road	0.011364
35	3397 West Cedar Drive	0.011364
36	3399 West Cedar Drive	0.011364
37	3395 West Cedar Drive	0.011364
38	3393 West Cedar Drive	0.011364
39	3391 West Cedar Drive	0.011364

00561710 Bk01311 Pg01393

LOT	ADDRESS	PROPORTIONATE SHARE
40	3389 West Cedar Drive	0.011364
41	3385 West Cedar Drive	0.011364
42	3375 West Cedar Drive	0.011364
43	3434 West Cedar Drive	0.011364
44	3438 West Cedar Drive	0.011364
45	3442 West Cedar Drive	0.011364
46	3446 West Cedar Drive	0.011364
47	3450 West Cedar Drive	0.011364
48	3452 West Cedar Drive	0.011364
49	3456 West Cedar Drive	0.011364
50	3460 West Cedar Drive	0.011364
51	3462 West Cedar Drive	0.011364
52	3466 West Cedar Drive	0.011364
53	3465 West Cedar Drive	0.011364
54	3461 West Cedar Drive	0.011364
55	8437 North Point Road	0.011364
56	8435 North Point Road	0.011364
57	8433 North Point Road	0.011364
58	8431 North Point Road	0.011364
59	8407 North Point Road	0.011364
60	8399 North Point Road	0.011364
61	8389 North Point Road	0.011364
62	8383 North Point Road	0.011364
63	8384 North Point Road	0.011364
64	8390 North Point Road	0.011364
65	8400 North Point Road	0.011364
66	8406 North Point Road	0.011364
67	8420 North Point Road	0.011364
68	8430 North Point Road	0.011364
69	3455 West Cedar Drive	0.011364
70	3451 West Cedar Drive	0.011364
71	3447 West Cedar Drive	0.011364
72	3445 West Cedar Drive	0.011364
73	3441 West Cedar Drive	0.011364
74	3439 West Cedar Drive	0.011364
75	3435 West Cedar Drive	0.011364
76	3433 West Cedar Drive	0.011364
77	8455 North Gambel Drive	0.011364
78	8459 North Gambel Drive	0.011364
79	3496 West Cedar Court	0.011364
80	3490 West Cedar Court	0.011364
81	3464 West Cedar Court	0.011364
82	3458 West Cedar Court	0.011364
83	3432 West Cedar Court	0.011364
84	3426 West Cedar Court	0.011364
85	3427 West Cedar Court	0.011364
86	3433 West Cedar Court	0.011364
87	3459 West Cedar Court	0.011364
88	3467 West Cedar Court	0.011364