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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Jun 14 9:01 am FEE 138.00 BY AB
RECORDED FOR SHEA, MARK

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
PLYMOUTH ROCK AT PILGRIM'S LANDING**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PLYMOUTH ROCK AT PILGRIM'S LANDING ("Declaration") is made as of this 13 day of June, 2001, by TAU Timber Development, L.L.C. ("Declarant").

RECITALS

A. Declarant is the owner of the following-described land situated in the city of Lehi, Utah County, State of Utah, more particularly described as follows:

All Units of PLYMOUTH ROCK AT PILGRIM'S LANDING, all Phases, according to the Official Plat or Plats thereof of record in the Office of the County Recorder of Utah County, State of Utah.

B. All of the foregoing units shall sometimes be referred to in this Declaration collectively as "Units", and one of the Units shall be referred to in this Declaration as "Unit".

C. Declarant is executing this Declaration for the benefit and protection of the Units, Declarant, and the other owners thereof. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Project.

D. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to create a nonprofit corporation to maintain private roads and other Common and Limited Common Areas in the Project; to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Project and the Homeowners. Plymouth Rock at Pilgrim's Landing Homeowners Association (the "Association"), a homeowners' association and nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions.

NOW, THEREFORE, Declarant hereby declares as follows:

Section 1: Effect of Declaration. These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years, unless Lehi City Council grants its approval and an instrument signed by 2/3 of the then owners of the units has been recorded agreeing to change said covenants in whole or in part.

Section 2: Restrictions With Respect To Animals. No cattle, pigs, sheep, goats, chickens, or turkeys shall be raised, bred, slaughtered, rendered, or otherwise kept upon any Unit for any purpose whatsoever. In addition, no other type of animals (including, but not limited to, elk, deer, moose, buffalo, mink, and ermine) and no fowl of any kind (including, but not limited to, geese, ducks, and pheasants), shall be raised, bred, slaughtered, rendered or otherwise kept on a Unit (i) in furtherance of any commercial endeavor or enterprise, (ii) for the purpose of providing leather, fur, hides, or similar products, or (iii) for the purpose of providing meat or eggs for distribution, sale, or consumption.

Section 3: Permitted Animals. Household pets only, dogs, cats, small birds, fish, etc. may be kept as permissible within current zoning regulations.

Section 4: Description of Common Areas. The Common Areas shall mean and include those areas designated as such on the Plats, including, but not limited to, all landscaped areas, private roads and sidewalks, and perimeter fencing; any utility pipes, lines or systems serving more than one Unit; and, in general, all apparatuses and installations existing for common use and all repairs and replacements of any of the foregoing.

Section 5: Description of Limited Common Areas. The Limited Common Areas and Facilities shall mean and include those portions of the Project reserved for the use of certain Units to the exclusion of other Units as shown on the Plats or as evidenced by a written document executed by the Homeowners Association. The use and occupancy of designated Limited Common Areas shall be reserved to its associated Unit; and each Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas, and shall have responsibility to pay the cost of maintaining and repairing such Limited Common Areas as hereinafter provided.

The Association may designate a portion of the Common Area as Limited Common Area for the specific use of one or more Units, on the following terms and conditions:

- (a) The Owners of the appurtenant Unit or Units must agree in writing to separately fence, maintain and landscape the Limited Common Area, except for sprinkling or irrigation water, which shall be provided by the Association;
- (b) The Owners of the appurtenant Unit or Units must pay a special assessment for all property taxes due on such Limited Common Area;
- (c) The Owners of the appurtenant Unit or Units must maintain liability insurance on such Limited Common Area and provide proof of the same to the Association; and
- (d) The Association shall prepare and record a Notice of Special Assessment against the appurtenant Unit or Units, the purpose of which shall be to provide constructive notice of the above maintenance, tax assessment and insurance requirements to all persons who may acquire an interest in such Unit or Units.

Section 6: Property Rights. Each Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas;
- (b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for a period during which any assessment against his or her Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to designate any part of the Common Areas as Limited Common Area for the use of a specific Unit or Units in accordance with Section 5; and
- (d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument in writing agreeing to such dedication or transfer signed by two-thirds of the Members has been recorded.

Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Areas to the members of his or her family, or to his or her tenants or contract purchasers who reside on the property.

Such ownership interest in the Common Areas shall have a permanent character and shall not be altered without the unanimous written consent of all Owners of Lots, expressed in a duly recorded amendment to this Declaration. Except as otherwise provided in this Declaration, each Owner shall be entitled to use the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association. The Common Areas shall be owned in common by all Lot Owners, with legal title in the name of the Association, and no Owner may bring an action for partition thereof except upon termination of this Declaration. Provided, however, that no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, except as to the appurtenant undivided interest therein of his or her Lot.

Section 7: Architectural Control. The Architectural Control Committee (hereinafter the "Committee"), consisting of at least one representative of the Declarant and up to two (2) additional persons appointed by the Declarant in its sole and absolute discretion, is hereby created. Declarant may fill, or not fill, vacancies in the Committee and remove members thereof at its pleasure. Provided, however, that when all Units owned by the initial Declarant or his assigns are

sold, the aforementioned Declarant and his assigns may relinquish control of the Committee to the Owners. Thereafter, a majority of the existing Owners (either by contract of purchase or in fee) of the Units may designate a person or persons whom such Owners desire to make a member or members of the Committee.

In addition to the functions elsewhere in the Declaration set forth, the functions of the Committee shall be to pass upon, approve or reject any plans or specifications for structures to be erected on Units, so that all structures shall conform to the restrictions and general plans of the Declarant and of the Committee for the improvement and development of the entire Property and of the Development Agreement. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth, in this Declaration except as specifically provided herein. The Committee may act by any one (1) of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least one (1) member. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in a letter form. The Owner/Builder must submit a set of formal plans specifications and a site plan to the Committee before the preview process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. In this event however, the Unit owner would still be obligated to comply with any stipulations by Lehi City as it pertains to the architecture and design aspects of the structure to be constructed in this subdivision as the same may or may not have been stipulated at the time approval of the final plat was granted.

At such time that all Units owned by the initial Declarant or his assigns are sold, the aforementioned Declarant shall and his assigns shall be released from responsibility of the committee. The reorganization of the committee shall be by a 2/3 majority vote of the then current property owners within the described property.

Section 8: Other Architectural Control So long as Declarant or its assigns own any of the Units, Declarant shall have the exclusive right to determine the specific guidelines as to size, style, materials, color, and design of the residences to be constructed on the Units, so long as all of the residences are reasonably compatible with one another as to those attributes.

Specific Guidelines:

- 1) Colors: Earth tones compatible with colors used at Thanksgiving Point
 - (a) Light browns, Natural wood colors, Taupe, Slates, Darker beige, Muted greens.
 - (b) No whites except on windows, Blues, Blacks, Yellows, Off-whites.

- 2) The front wall of each unit at the ground floor shall be rock, cultured stone, brick veneer with a minimum height of 3'0" (three feet) above the exposed portion of the foundation walls excluding garage doors.
- 3) House walls other than as set forth in item 2 above shall be wood clapboard or shingles or cement-based wood grain lapboard siding or masonite lapboard siding, painted or stained, or stucco, stone or brick.
- 4) Roofs shall be wood shingle or wood shakes, twenty-year asphalt shingle with splash pattern, cement-based wood like shingles or other architectural-grade asphalt/composite shingle.

If, at the time a residence is to be constructed on a Unit, (i) Declarant declines to make such determination within a reasonable amount of time following the request for such determination by the owners (s) of the Unit, (ii) Declarant is no longer in existence, or (iii) Declarant no longer owns any of the Units, the residence shall be designed and constructed as the Unit owner/developer shall determine so long as the size, style, materials, color and design of the residence are reasonably compatible with the size, style, materials, color, and design of the residences of the other Units. In any event the Unit owner/developer would still be obligated to comply with any stipulations by Lehi City as it pertains to the architecture and design aspects of the structure to be constructed in this subdivision as the same may or may not have been stipulated at the time approval of the final plat was granted.

No unit shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any unit other than detached single family dwellings not to exceed two and a half stories in height and a private garage for no less than two vehicles. In order to provide continuity throughout the subdivision no fence or wall shall be erected, placed or altered on any unit until its height, placement, style and material composition have been approved by the architectural control committee. Once a residence is constructed, the owner(s) of the Unit upon which it is situated shall maintain the residence in a state of good repair.

Section 9: Homeowners Association. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. 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 his or her prorata or proportionate share of assessments to be established and collected as hereinafter provided

The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Board of Trustees consisting of three (3) natural persons, who need not be members of the Association. The number of Trustees may be changed by amendment of the Bylaws of the Association. At the first annual meeting, the members shall elect three (3) Trustees for a term of one year as provided in the Bylaws. The rights, duties and functions of the Board of Trustees may be exercised by Declarant until the date the Articles are filed with the State of Utah, after which the initial Board of Trustees named in the Articles shall serve until the date of

the first meeting of the Association. The Board of Trustees shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Declaration, the Articles and Bylaws, including, but not limited to, the following:

- (a) To make and enforce all rules and regulations covering the operation and maintenance of the Project.
- (b) To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to such persons a reasonable compensation for such services, provided that the term of any such agreement for services may not exceed one (1) year, renewable by agreement of the parties for successive one year periods, and further provided that any management agreement for the Project shall be terminable by the Association upon 30 days prior written notice.
- (c) To operate, maintain, repair, improve and replace the Common Areas and the Limited Common Areas.
- (d) To determine and pay the Common Expenses.
- (e) To assess and collect the proportionate share of Common Expenses from the Owners.
- (f) To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- (g) To open bank accounts on behalf of the Association and to designate the signatures therefor.
- (h) To purchase, hold, sell, convey, mortgage or lease any one or more Units in the name of the Association or its designee.
- (i) To bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Board of Trustees, the Association or the Project in excess of Three Thousand Five Hundred Dollars (\$3,500.00) without prior approval of a majority of Owners.
- (j) To obtain insurance for the Association with respect to the Common Areas and other property of the Association, as well as workmen's compensation insurance, if required.
- (k) To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary or convenient to the management of the business and affairs of the Association or for the operation of the Project, including, without

limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

- (l) To keep adequate books and records.
- (m) To be a member of or otherwise participate in the Pilgrims Landing Master Association.
- (n) To do all other acts necessary for the operation and maintenance of the Project and the performance of its duties as agent for the Association, including the maintenance and repair of Limited Common Areas if necessary to protect or preserve the Project.

The Board of Trustees may delegate to a manager or managing company all of the foregoing powers, duties and responsibilities referred to above except: the final determination of Common Expenses, budgets and assessments based thereon; the promulgation of rules and regulations; the power to enter into any contract involving more than Three Thousand Five Hundred Dollars (\$3,500.00) in any one fiscal year; the opening of bank accounts and the selection of signatories therefor; the power to purchase, hold, sell, convey, mortgage or lease any Units in the name of the Association; the authority to bring, prosecute and settle litigation.

Members of the Board of Trustees, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

The Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Owners, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party be reason of the fact that he is or was a member of the Board of Trustees or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Board of Trustees shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of Owners or the Board of Trustees or otherwise. The indemnification by the Owners as contained herein shall be paid

by the Board of Trustees on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

The Board of Trustees may procure appropriate fidelity bond coverage for any person or entity handling funds of the Association, including, but not limited to, employees of any manager or managing company engaged by the Board of Trustees.

Section 10: Maintenance, Alteration and Improvements. The maintenance, replacement and repair of the Common Areas, the drainage ditch on the north boundary of the Project, and all landscaping, pipes, conduits, ducts, plumbing, wiring and other facilities for the furnishing of any utility or other service for more than one Unit, shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. All incidental damages caused to a Unit by the maintenance, replacement and repairs of the Common Areas or common utility services shall be repaired promptly and the cost thereof charged as a Common Expense.

An Owner shall be responsible to maintain, repair, replace and keep in a clean and sanitary condition, at the Owner's expense, all portions of his or her Unit and all portions of any Limited Common Areas appertaining thereto, except those portions to be maintained, repaired and replaced by the Association. The Board of Trustees is authorized to adopt rules and regulations with respect to maintenance to preserve the overall aesthetic appearance of the Project.

The Board of Trustees shall have a reasonable right of entry upon any Lot or Limited Commons Area to effect any emergency or other necessary maintenance and repairs which the Owner has failed to perform, and the cost of such repairs shall be charged to the Owner of that Lot or Limited Common Area.

Section 11: Insurance. The Association shall keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, real or personal, owned by the Association against loss or damage by fire or such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The Association shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

- (a) Exclusive authority to adjust losses shall be vested in the Board of Trustees as insurance trustee;
- (b) The insurance coverage shall not be brought into contribution with insurance purchased by individual Owners or their respective mortgagees;
- (c) Each Owner may obtain additional insurance covering his real and personal property interests at his own expense;

(d) The insurer waives its right of subrogation as to any claims against each Owner, the Association, the Board of Trustees, and their respective agents, employees and tenants, and waives any defense it might have based upon co-insurance;

(e) The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual Owners or their respective tenants, employees, agents, contractors and guests;

(f) The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the Association or Board of Trustees or their employees, agents or contractors, without prior demand in writing that the Board of Trustees cure the defect, and then only if the defect is not cured within fifteen (15) days after receipt of such demand by the Board of Trustees; and

(g) The named insured shall be the Association, for the use and benefit of the individual Owners.

In the event of any damage to or destruction of the any part of the Common Area improvements or other property of the Association, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against the Owners to cover any additional cost in accordance with Section 14.5.

All insurance policies shall be reviewed at least annually by the Board of Trustees to determine whether such coverage is sufficient to repair or replace any property which may be damaged or destroyed.

If, due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Section 11 cannot reasonably be secured, the Association shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist, and shall notify the Owners in writing of such substitute, different or other coverage.

The Association and the Management Committee shall have no obligation to obtain or maintain any insurance covering the personal property of any Unit Owner, and each Unit Owner shall be responsible for obtaining and maintaining such personal property insurance.

Section 12: Assessments. The Declarant, for each Unit owned within the Project, hereby covenants, and each Owner of any Lot 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 his or her prorata or proportionate share of: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them, although the lien will remain on the Unit.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Project and for the improvement and maintenance of the Common Areas, including landscaping, perimeter fencing and snow removal.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Provided, however, that special assessments for capital improvements to the Common Areas as are necessary in the Board of Trustees' reasonable judgment to preserve or maintain the integrity of the Common Areas, or for the cost of repair or replacement of any landscaping required to be maintained by the Association, need not be approved by the Members, but may be directly assessed by the Board of Trustees.

Written notice of any meeting called for the purpose of levying a special assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast Sixty Percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Annual assessments of provided for herein shall commence as to all Lots on the first day of the month following the closing of the first Lot sold by Declarant. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all assessments on a specified Lot have been paid. A properly

executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Assessments and any installments thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. All payments on account shall be first applied to interest and then to the assessment payment first due.

The lien for unpaid assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof for taxes past due and unpaid on the Lot, and amounts due under duly recorded mortgages which were recorded prior to the recording of the lien for assessments. However, the sale and transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve such Lot from liability of any assessments thereafter becoming due or from the lien thereof.

The lien for nonpayment of Common Expenses may be enforced by sale or foreclosure of the Owner's interest by the Board of Trustees or the Association, such sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In connection therewith, each Owner is hereby deemed to have given and granted a power of sale to any attorney licensed in the State of Utah and selected by the Board of Trustees to act as trustee in the event that any such lien is foreclosed in the manner provided by law for foreclosure of deeds of trust.

In any foreclosure of a lien for assessments, the Owner subject to the lien shall be required to pay a reasonable rental for the Lot, and the Board of Trustees shall be entitled to the appointment of a receiver to collect the same.

If an Owner shall at any time lease or rent his Lot or any portion thereof and shall default for a period of one month or more in the payment of assessments, the Board of Trustees may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board of Trustees shall discharge such tenant for rent due, and shall discharge the Owner for such assessments to the extent of the amount so paid.

The Board of Trustees shall handle all assessments hereunder, whether for Common Expenses or as capital contributions, so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Association or individual Owners.

Section 13: Limitation on Builders; Obligation for the Installation and Maintenance of Fencing and Landscaping; Weed Control. To the extent permitted by law, no more than one builder shall be allowed to construct Units in the Project, unless prior consent of Lehi City is

obtained. To the extent permitted by law, this Declaration shall bind and require the builder of any Unit to install fencing of common design. No fencing shall be erected, placed or altered on any Unit until its height, placement, style and material composition have been approved and accepted by the Architectural Control Committee. All fencing (except perimeter fencing) shall be maintained in good repair by the individual Unit Owner.

In addition, the builder of every Unit shall be required as a condition of the final inspection for each Unit to complete the front, rear, side yards and adjacent open space landscaping and install roof drainage pipe as per the approved preliminary landscape plan and construction drawings. Together with the purchase of the building permit for each Unit the applicant/builder for same will be required to post a landscape and roof drainage pipe bond in the amount of \$ 27 00 ⁰⁰ as a condition of said issuance. The amount of such bond may be adjusted on an annual basis by Lehi City to account for inflation or other changes in the cost of completion of such improvements. This landscape and roof drainage pipe bond shall be held by the City of Lehi until Landscaping and Roof Drainage Pipe (as defined above in this paragraph) is complete. At times of the year when the ground is frozen or other weather conditions exist which in the opinion of the CBO of the City of Lehi prohibit the installation of the required landscape at the time of final inspection, the CBO may elect to retain the landscape bond and issue an occupancy permit for a particular Unit until such time as the ground is unfrozen or other weather conditions improve to allow the installation of the required landscaping. In the event the CBO elects the same, the required landscaping must be installed within six months of final inspection. Release provisions for said landscape bond will be determined on a Unit by Unit basis by the Chief Building Official for the City of Lehi with input from the applicant/builder.

The Owner or any improved building site on which a Unit has not yet been constructed shall be responsible for reasonable weed abatement on such building site, and shall take such measures as may be necessary to control weeds and other vegetation on such building site.

Section 14: Obligation for the Maintenance of Drainage Ditch Along North Boundary. So long as these covenants are in effect, the Association shall perpetually maintain the drainage ditch along the north boundary line of said development in good condition. The Association shall accept full responsibility for any liability associated with said drainage ditch and/or its maintenance and that Lehi City shall have no responsibility or liability arising from said ditch.

Section 15: Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Units shall be landscaped and maintained continuously by the owner(s) of the Unit.

Section 16: Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No signs, billboards, nor advertising structures may be erected or displayed on any units herein before described or parts or portions thereof, except that a single sign, not more than 3 x 5 in size advertising the specific unit for sale or rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the units in the development are sold. All sign placement to be in accordance with local City sign ordinances then in effect.

Section 17: Temporary Structure. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Unit at any time as a residence, either temporarily or permanently.

Section 18: Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any unit herein before described or any part or portion thereof. All units must subscribe to a City garbage disposal service.

Section 19: Parking and Storage. No inoperative automobile shall be placed or remain on any unit or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any unit, or within the side yard building setback on the street side of a corner unit, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored in public view or outside of an enclosed area screened from view which has been approved by the Architectural Control Committee. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard setback requirements of a given unit. This open space shall remain unoccupied & unobstructed by building, vehicles and/or hard surfaces such as asphalt, cement & packed surface from this time henceforth and forever.

Section 20: Amendment. So long as Declarant or his assigns shall be an owner of any of the Units, he shall have the right to amend this Declaration as he deems appropriate with the approval of Lehi City but without the consent of any of the other Unit Owners. Following such time that all units owned by the initial Declarant or his assigns are sold, the aforementioned Declarant or his assigns shall be released from responsibility of the committee. The reorganization of the committee shall be by a 2/3 majority vote of the then current Unit Owners within the

described property. Following this time if the Unit Owners seek to amend this Declaration of Covenants, Conditions and Restrictions said Unit Owners would be required to seek approval for each said amendment from Lehi City.

Section 21: Severability. Should any provision of this Declaration be deemed unenforceable for any reason, the remaining provisions of this Declaration shall continue in full force and effect to the extent permitted by law.

Section 22: Construction. Unit owners/developer are responsible for any damage to the curb, gutter, sidewalk, and street caused by their building contractors during the construction period.

Section 23: Satellite Dishes and Antennas. All satellite dishes and TV antennas must be placed within the enclosed area of the home or garage. All exceptions must be approved in writing by the Architectural Control Committee. The Architectural Control Committee will approve, upon written application to the Committee, small, digital satellite dishes that are not visible from the street.

Section 24: Enforcement. Every owner of a Unit, whether owning it alone or jointly with another person, shall comply strictly with the provisions of this Declaration, and failure to comply shall be grounds for action to recover sums due for damages, for injunctive relief, or both, maintainable by Declarant or his assigns or by any other owner or co-owner of a Unit. The Unit Owners hereby agree that the Committee, Homeowners Association and/or Lehi City may institute in its own name a suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under any covenant or agreement contained in this Declaration. Should any suits be instituted, the affected Unit Owner or Owner's agree that if the court finds in the Committee, Homeowners Association and/or Lehi City's favor such Unit Owner or Owners shall pay reasonable attorney's fees to Committee, Homeowners Association and/or Lehi City. Enforcement of the foregoing shall be by proceedings at law or in equity against every person, persons, or entity violating or attempting to violate any covenant herein, either to restrain violation or to recover damages. Specifically, a competent court with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including reasonable attorneys fee to the person or committee enforcing the same and said costs and attorneys fees shall be a lien upon the property of said person.

Section 25: Topical Headings. The headings appearing at the beginnings of the paragraphs of this Declaration are only for convenience or reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of the language of this Declaration exclusive of such headings.

Section 26: Effective Date. This Declaration shall become effective upon its recordation in the Office of the County Recorder of Utah County, State of Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed this 13 day of June, 2001.

DECLARANT:

Tall Timber Development LLC

Jimmy Zufelt Const, Inc.

Jimmy Zufelt, Pres.

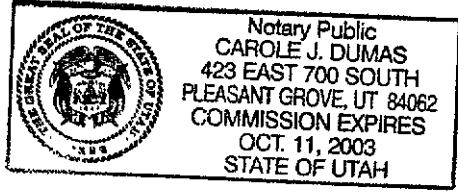
By: Jimmy Zufelt
Its: Member, Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Utah)
)

On this 13th day of June, 2001, personally appeared before me Jimmy Zufelt and being first duly sworn, did say that he is the President of Jimmy Zufelt Const. Inc., that he executed the foregoing on behalf of Tall Timber Development, and that Jimmy Zufelt-member, manage. executed the same.

Carole J. Dumas
NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Commencing at a point which is N 89°51'26" W 1967.23 feet along the section line and NORTH 1340.57 feet from the South Quarter Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base & Meridian said point being the POINT OF BEGINNING;

thence S 81°41'54" W 749.91 feet,
thence S 53°11'54" W 550.61 feet,
thence N 38°44'35" W 121.18 feet,
thence N 38°50'43" W 257.76 feet,
thence N 54°04'41" E 807.64 feet,
thence S 86°39'12" E 619.62 feet,

ENT 58063:2001 PG 17 of 17

to a point on a curve to the right, having a radius of 469.00 feet and a central angle of 21°13'32", thence along the arc of said curve a distance of 173.74 feet, said arc subtended by a chord bearing S 76°02'26" E, a distance of 172.75 feet, thence S 65°25'40" E 46.24 feet, to a point on a curve to the right, having a radius of 21.00 feet and a central angle of 89°05'06", thence along the arc of said curve a distance of 32.65 feet, said arc subtended by a chord bearing S 20°53'07" E, a distance of 29.46 feet, thence S 23°39'26" W 107.08 feet, to a point on a curve to the left, having a radius of 381.00 feet and a central angle of 16°56'21", thence along the arc of said curve a distance of 112.64 feet, said arc subtended by a chord bearing S 15°11'15" W, a distance of 112.23 feet, to the POINT OF BEGINNING;

Containing 12.2950 acres, more or less.

Basis of Bearing is N 89°51'26" W along the section line between the South Quarter Corner and the Southwest Quarter Corner of Section 25.

180

40°E
24'

ACCESS LINE

AVE.

MAYFLOWER HARBOR
PILGRIM'S LANDING #6

10 MAY 2001
DATE

Barry Andreason
SURVEYOR
(SEE SEAL BELOW)

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 14th DAY OF MAY, A.D. 2001

Jimmy Zuffelt Construction, Inc. Tall Timber Development LLC
Jimmy Zuffelt, PRESIDENT Jimmy Zuffelt
Member, Manager Member, Manager

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ACKNOWLEDGEMENT