

WHEN RECORDED RETURN TO:

The Overlook at Old Mill, L.C.
c/o Johansen Thackeray & Company, Inc.
2157 South Highland Drive, Suite 200
Salt Lake City, Utah 84106

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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE OVERLOOK AT OLD MILL

SALT LAKE COUNTY, UTAH

THIS DECLARATION made this 13th day of March, 1995, by The Overlook at Old Mill, L.C., a Utah corporation, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the County of Salt Lake, State of Utah, described as:

See Exhibit A attached hereto and by this reference made a part hereof.

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of said tract and all of the property described herein and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said tract, and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said tract to create a corporation to which should be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions, and restrictions and collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to; and

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above that such covenants, conditions, restrictions and easements are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, restrictions, and easements shall run with the said real property and shall be binding on all parties having or

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acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and also to any supplemental declaration recorded pursuant to Article II hereof and are defined as follows:

Section 1. "Association" shall mean and refer to The Overlook at Old Mill - Homeowners Association, a nonprofit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2. "Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the association.

Section 3. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision, with the exception of the "Common Area".

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers and buyers, but excluding those having such interest merely as security for the performances of an obligation.

Section 6. "Declarant" shall mean and refer to The Overlook at Old Mill, L.C., its successors and assigns.

Section 7. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 8. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

Section 9. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as hereafter may be made subject to this Declaration, an

excluding any real property that hereafter may be withdrawn from this Subdivision pursuant, t to this Declaration.

Section 1C. "Subdivision" or "The Overlook at Old Mill" shall mean The Overlook at Old Mill, according to the official plat thereof recorded in the office of Salt Lake County, State of Utah, and any subdivision hereafter added pursuant to the terms of this Declaration.

ARTICLE II

OWNER'S ASSOCIATION AND MAINTENANCE

Section 1. Formation of Association. Declarant agrees that, promptly following the recording hereof, it will execute and file with the office of the Division of Corporations of Utah Department of Commerce, Articles of Incorporation of The Overlook at Old Mill Home Owners Association (hereinafter referred to as "Articles"), which Articles shall be substantially in the form of Exhibit "B" attached hereto and by this reference made a part hereof. Upon receipt by Declarant of the Certificate of Incorporation for The Overlook at Old Mill Owners Association (hereinafter referred to as the "Association"), Declarant agrees that it will cause to be executed Bylaws for the Association in the form of Exhibit "C" attached hereto and by this reference made a part hereof.

Section 2. Membership. Each owner of a Lot shall be deemed to be a member of the Association (hereinafter referred to as "Member"). Memberships in the Association shall not be assignable, except to the successor in interest of the Lots, and membership in the Association shall be appurtenant to and may not be separated from the fee ownership of the Lots. Ownership of a Lot shall be the sole qualification for membership in the Association. The Association membership held by any owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of said Lot, and then only to the purchaser or purchasers of said Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an owner of a Lot shall fail or refuse to transfer the membership registered in his name to the purchaser of said Lot, upon the transfer of fee title thereto, the Board of Trustees of the Association shall have the right to record the transfer on the books of the Association.

Section 3. Voting Rights. The Association shall have one class of voting membership. Members shall be all those owners as defined in Section 2 above. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 2. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among, themselves determine, but in no event shall more

than one (1) vote be cast for any one Lot. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association.

Section 4. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area, if any, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the association to establish uniform rules and regulations pertaining to the use of any common area including but not limited to private streets and the recreational facilities thereof.

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided that the rights of any mortgagee shall be subordinate to the rights of the members.

(c) The right of the Association to dedicate or transfer all or any part of the common area 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 a written instrument pursuant to a two thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days in advance. However, the Declarant reserves the right to grant easements over any part of the common area or any other designated utility easement areas for utility purposes.

(d) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes connection with the sale of any real property, which right Declarant hereby reserves. No such use

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by Declarant or its sales agents or representatives shall otherwise restrict the members their use and enjoyment of the common areas or facilities thereof.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his lot other than by sale thereof.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that in the event it designates any portion of the properties as a common area, that it will convey fee simple title or rights-of-way to such common areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then on record, including those set forth in this Declaration.

Section 5. Nothing in this Declaration shall be construed to obligate Declarant to designate or provide any part of the properties as common area.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. Each member, by acceptance of a real estate contract or deed therefor, covenants and agrees to pay the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, and other Association purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with any as interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment fell due. In any conveyance, except to a mortgagee holding a first lien on the subject Lot, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Board of Trustees setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Lot conveyed by subject to a lien for, any unpaid assessments against the grantor in the excess of the amount set forth. No membership may be transferred to a

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subsequent purchaser until all assessments, interest, penalties and other charges that are due have been paid in full to the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments. In addition to the regular assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or costs incurred for any other Association purpose, provided that any such assessment shall have the assent of a majority of the Members entitled to vote at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all Members not less than ten (10) calendar days nor more than thirty (30) calendar days in advance of the meeting.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a rate for all lots owned by members and may be collected monthly or at such other times as the Board may determine. If an assessment for improvements of costs is more or less beneficial to one or more types of lots (single family residential, multiple dwelling condominium, commercial) such assessments may be levied at a rate reflecting such difference in benefits.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times designated by the Board of Trustees of the Association.

Section 7. Certificate of Payment. The Association shall, upon the written request of any Lot owner or any encumbrancer or prospective encumbrancer of a Lot, and upon payment of a reasonable fee not to exceed \$10, issue to the requesting person or persons, a written statement setting forth the unpaid assessments with respect to the Lot covered by the request. This written statement of indebtedness is conclusive upon the remaining Lot owners in favor of all persons who rely thereon in good faith. Unless the Association complies with the request for a statement of indebtedness within ten (10) days, all unpaid assessments which became due prior to the date

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of making of such request are subordinate to the lien held by the person requesting the statement. Any encumbrancer holding a lien payable with respect to the Lot and upon payment the encumbrance shall have a lien on such Lot for the amounts paid of the same rank as the lien of his Lot.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local government or public authority;
- and
- (b) The common area, if any.

ARTICLE V

NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment, not paid within fifteen (15) days after its due date, the Association may, at its election require the Owner to pay a "late charge" in a sum to determined by the Association, but not to exceed \$10 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may, at its option, bring an action at law against any person obligated to pay the same, or, upon compliance with the notice provisions set for the in Section 2 hereof, to foreclose the lien (provided for the Section 1 of Article V hereof) against the Lot, and there shall be added to the amount of such assessment any late charges, interest and all costs of collecting the same, including a reasonable attorney's fee, whether incurred by filing suit or not. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity or lien foreclosure against all property parties for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, to the owner of said lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the

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power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed \$25.00, to cover the costs of preparing and filing or recording such release, together with payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust. (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Approval by Architectural Committee. No building, fence, wall, or any other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any excavating, alteration of any stream, waterway, pond, or clearing, removal of shrubs or trees or landscaping on any lot within the properties be done unless a written application is submitted for approval of such improvement or improvements to The Overlook at Old Mill Architectural Control Committee and in connection therewith shall submit two complete sets of plans and specifications for the proposed improvement or improvements, together with a reasonable processing fee as determined by the Architectural Committee.

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- (a) An overall view of the proposed improvement or improvements.
- (b) The location of said improvement or improvements on the lot upon which it or they will be placed or constructed and the location of the proposed improvement or improvements relative to other improvements on said lot.
- (c) Floor plans of each floor level.
- (d) The basic structural system of the improvement of improvements and the materials to be used in the construction thereof.
- (e) Elevations.
- (f) Provision for temporary and permanent parking of vehicles in connection with use of the facility.
- (g) Design and layout of proposed sewage lines to sewer system.
- (h) Proposed time schedule for construction to completion.
- (i) A survey acceptable to the Architectural Committee locating lot corners and the proposed building position.
- (j) Any additional demands or requirements for culinary or irrigation water.
- (k) Specifications for water conserving plumbing fixtures in compliance with Article X Section 14 herein.

Section 2. The Architectural Control Committee shall not give its consent to the proposed improvement unless, in the opinion of the Committee, the improvement is properly designed and the design, contour, materials, shapes, colors, and general character of the improvement shall be in harmony with existing structures on the lot and on neighboring lots, and in harmony with the surrounding landscape, and the improvements shall be designed and located upon the lot so as to minimize the disruption to the natural land forms.

Section 3. The Architectural Committee shall have the right to disapprove any application in the event said application and the plans and specifications submitted therewith are not of sufficient detail, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony with neighboring improvements and the general surroundings, or if the design and the plans for construction do not

include sufficient safeguards for preservation of the environment. The decision of the Architectural Committee shall be final, binding and conclusive on all of the parties affected. At no time will the Architectural Committee unreasonably restrict or refuse any proposed improvement.

Section 4. Declarant reserves the right to change at any time the bounds an area of any lot owned by its provided such change does not adversely affect the access to any lot sold to a third party, and that such change has been approved and is in accordance with the various county, state, and /or federal regulations controlling this Subdivision.

Section 5. Non-Waiver. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter, requiring the approval of the Architectural Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Committee, one set of plans shall be returned to the lot owner and one set shall be retained by the Committee. If the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In order to obtain such approval, the owner must submit for consideration of the Architectural Committee such details and information with relation to the contemplated action as the Architectural Committee shall request.

Section 6. Professional Assistance. If at any time the Architectural Committee shall determine that it would be in the best interest of the members and owners of The Overlook at Old Mill Subdivision for such owner to employ professional assistance, to design any improvement involved in the proposed work, the Architectural Committee shall inform such owner in writing of its determination, whereupon all plans and specifications shall be prepared by such qualified professionals as the Architectural Committee shall determine.

Section 7. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.

Section 8. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole discretion adopt, amend, and repeal by unanimous vote, rules and regulations to be known as "Architectural Committee Rules" which, among other things interpret or implement the provisions of Section 1 to be applied to all improvements occurring or commencing after such adoption, amendment, or repeal. A copy of the Architectural Committee Rules as they may from time to time be adopted, amended or repealed, certified by any member of the Architectural Committee, shall be available from the Architectural Committee.

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Section 9. Building and Landscaping Time Restrictions. The exterior construction of all structures shall be completed within a period of eighteen (18) months following commencement of construction, such construction or the landscaping of the first fifty (50) feet of the lot frontage to begin within two years of date of lot purchase or two years after lot improvements are completed. The front yard of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling.

All members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

Section 10. Appointment of Architectural Committee. The Declarant shall appoint the Architectural Committee, consisting of not less than three (3) members for a term not to exceed three (3) years. In the event of the death or resignation of any member of the Committee, the Board of Trustees of the Association, with the approval of the Declarant, shall appoint such member's successor.

Section 11. Liability. Neither the Architectural Committee nor any member thereof shall be liable to any owner or third persons for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the subdivision.

Section 12. General Provisions. The powers and duties of such Committee shall be in force for a period of forty (40) years from the date of recording of this Declaration. Such powers and duties shall continue following the forty year period until a written instrument had been executed and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said representatives may be the members of the Board of Trustees of the Association.

Section 13. Variances. A petition may be filed for a variance by any owner. The Architectural Committee may, in its sole discretion, by any affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

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ARTICLE VII

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures, and under-drain system, and all other property acquired by the Association.

(b) Pay any real and person property taxes and other charges assessed against the common areas.

(c) Have the authority to obtain, for the benefit of all of the common areas, all water, gas, electrical, and refuse collection services.

(d) Grant easements where necessary to utilities and sewer facilities over the common areas to serve the common areas and the lots.

(e) Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

(f) Have the authority to employ a manger or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustee of the Association.

ARTICLE VIII

EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, solar hearing systems, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

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(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and cable television lines, solar heating systems, or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion hereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary thereof, to enter upon the lots or to have utility companies or service companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or cable television lines, solar heating systems, or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the lots and common area properties for the installation and maintenance of electric, telephone, cable television, water, gas, and sanitary sewer lines, drainage facilities, solar heating systems, and street entrance ways as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Notwithstanding the preceding sentence, owners are advised that easement dimensions change on specific lots as noted on the recorded Plat. Within these easements, no structure, including bridges, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX

USE RESTRICTIONS

The general objectives and intent of these covenants, restrictions and conditions is to create and maintain a large residential district characterized by the following; spacious estate;

large homes, private parks, open spaces and/or playgrounds; well kept lawns, trees and other plantings; minimum vehicular traffic; and, quiet residential conditions favorable to family living.

Section 1. Zoning Regulations. The lands within the properties shall never be occupied or used by or for any building or purpose or in any manner which is contrary to the planning and zoning ordinances and regulations applicable thereto validly enforced from time to time.

Section 2. Land Use and Building Type.

(a) No lot shall be used except for single family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories above grade in height.

(b) No single story dwelling shall be erected or placed on any lot in the subdivision wherein the ground floor space in said dwelling contains less than 1,800 square feet, excluding the garage, porch, balcony, patio, and deck.

(c) Two-story dwellings shall have at least 1,500 square feet on the ground floor level, exclusive of garage, porch, balcony, patio, and deck, with the combine square footage for both floors not less than 2,200 square feet.

(d) Split entries, bi-level splits, tri-levels, and one-story and a half homes, etc., shall be reviewed and defined by the Architectural Committee as to the square footage requirement thereto.

(e) Every single family dwelling must have a minimum of a three (3) car garage. Notwithstanding the above, the architectural committee can approve two (2) car garages on lots whereby the setback requirements of a home and three (3) car garage would limit the size and/or quality of a home such that the home would be incompatible with the other homes in the subdivision.

(f) Driveways for single family dwellings must be large enough to accommodate two parked automobiles side by side.

(g) No fences shall be allowed in the front yards or in side yards from the average front line of the dwelling forward or in side yards of corner lots which face the street. Hedges and landscaping will be permitted if it does not interfere with driving visibility. No chain link fence will be allowed except as may be required by Sale Lake County.

Section 3. Building Location. Except as provided for as exceptions in the Salt Lake County Zoning Ordinance, no single family dwelling or associated building shall be located on any lot nearer than thirty (30) feet to the road right-of-way line or nearer than thirty (30) feet to the rear lot line, nor nearer than eight (8) feet to any side lot line except by approval of the Architectural Committee. Notwithstanding any language in this Section to the contrary, if easements for utilities, drainage, or other purpose as shown on the recorded Plat require a greater set-back from the front, rear, or side lot line than that provided for in this Section the requirements of the recorded Plat shall control.

Section 4. Height Requirements. No single family dwelling shall be erected to a height greater than thirty-five (35) feet above a point representing the average grade at the front setback line.

Section 5. Recontouring. No lot shall be recontoured excluding grading for purposes of basement construction, without prior written approval of the Architectural Committee.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding; shall be used on any lot at any time as a residence either temporarily, meaning two or more days, or permanently. No temporary structure, house trailer, mobile home, camper, or non-permanent outbuilding shall ever be placed or erected on any lot except with the approval of the Architectural Committee and only then during construction. No dwelling house on any lot shall be occupied in any manner prior to its completion without a written approval of the Architectural Committee. No old or secondhand structures shall be moved onto any of said lots, unless granted by a variance. The intention hereof is that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials.

Section 8. Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be forbidden unless such vehicles are kept from the view of the general public common areas and/or vehicular traffic.

Section 9. Animals and Pets. No animals, other than house pets, shall be kept as permitted by current zoning regulation or other government ordinance. These animals shall be contained or other wise controlled at all times and shall not be kept for breeding or any commercial purpose whatsoever.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except legal notices and one sign of not more than three (3) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale.

Section 11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside incinerator units. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure and contained in covered containers.

Section 12. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 13. No Business Uses. The lands within the property shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purpose other than traditional home business conducted within the home and except that the Declarant or its duly authorized agent may use any lot owned by Declarant as a sales office, sales model, or property office.

Section 14. No Re-Subdivision. No lot shall be resubdivided, and only one single family residence shall be constructed or allowed to remain per lot.

Section 15. Underground Utility Lines. All permanent water, gas, electrical, telephone and television cables, other electronic pipes and lines and all other utility lines within the limits of the property must be buried underground and may not be exposed above the surface of the ground.

Section 16. Maintenance of Property. All lots and all improvements on any lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and good repair.

Section 17. No Hazardous Activities. No activity shall be conducted on any lot and no improvements constructed on any lot which are or might be unsafe or hazardous to any person or

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p. 564

party. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires shall be lighted or permitted on any lot except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well designated interior fireplaces.

Section 18. Dwelling Construction and Fence Restrictions. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

(a) Dwelling style, design, alterations or addition will conform to standards determined by the Architectural Committee.

(b) Exterior construction materials will be a minimum of twenty percent (20%) stone, stone veneer, brick or other masonry material on the front and side walls with the balance of the exterior finish to be wood or stucco, as approved by the Architectural Committee. No reflective finish other than glass shall be used on exterior surfaces other than surfaces of hardware fixtures, including but without limitation, the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, and only mailboxes approved by the Architectural Committee. The use of Aluminum siding must be approved by the Architectural Committee.

(c) Any light used to illuminate garages, patios, parking areas or for any other purpose shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

(d) Fences or walls shall be of wood, block or brick. No fences or walls of chain link, or wire mesh shall be allowed. Fences, walls or hedges shall not exceed six feet in height.

(e) Roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles, or better, i.e. shake, tile, etc., as determined by the Architectural Committee.

Section 19. Off-Road Vehicles. No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four-wheel drive vehicles or vehicles of any kind shall be operated on any of the Declarant's property wherever the same may be situated or any place on the subdivision other than the public roadways.

Section 20. Private Area: Uses, Restrictions. The Architectural Committee or its duly authorized agents shall have the right, at any time, and from time to time without any liability to the Owner for trespass or otherwise to enter upon any private area for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such private area in violation of these covenants, (2) of restoring or otherwise reinstating such

private areas, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this Declaration. No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the date such private area was first sold shall be made or done except upon strict compliance with this Declaration.

Section 21. Landscaping. (a) No trees shall be removed except as is absolutely necessary for the ingress and egress and construction of the dwelling and other structures on the lot without the prior written approval of the Architectural Committee.

(b) Trees, lawns, shrubbery and other plantings provided by each lot owner shall be properly nurtured and maintained at the owner's sole expense, including replacement of the same upon the request of the Architectural Committee.

(c) Upon the completion of construction of any residence upon a lot, the owner of each respective lot shall plant a flowering plum(s) measuring at least six (6) feet in height on said property strip of each lot. Each lot shall have a minimum of two (2) trees with corner lots having a minimum of four (4) trees. The planting of this tree(s) shall occur, weather permitting, within fourteen (14) days from the date of occupancy or the issuance of a final inspection and occupancy certificate by Salt Lake County, or at the earliest time reasonably possible in the following Spring.

Section 22. Rules regarding Fires. No exterior fires whatsoever, except barbecue fires contained in receptacles provided therefor, shall be allowed.

Section 23. Antennas. No antenna of any sort either installed or maintained which is visible from the front of neighboring properties shall be allowed.

Section 24. Rules and Regulations. No owner shall violate the rules and regulations for the use of the lots as adopted from time to time by the Association. No such rules and regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any lot by the owner hereof.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, shall have the right to enforce, by any proceeding at law or in equity, including injunctive proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Proper notice under this Section shall be defined to require written notice of any action authorized under this Section to be sent to the affected Member by certified mail at the

Member's Lot address not less than ten (10) calendar days prior to taking any such action. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Costs of such enforcement, including reasonable attorney's fees, shall be borne by the party(ies) in violation.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments. At any time while any provision, covenant, condition or restriction contained in this Declaration or amendment thereto is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or repeal, executed by owners representing a majority of the combined votes of both classes of membership entitled to vote. It is intended by this paragraph that the Declarant having three (3) votes per lot owned, as per Article III, Section 3 above, shall have sufficient votes, by itself, to amend this Declaration until such time as 75% or more of the lots within the properties are owned by Class A members.

Section 5. Consent to Future Zoning. Each lot owner hereby acknowledges receipt of a copy of this Declaration and of Declarant's master plan showing the proposed single family dwelling, multiple family dwelling and commercial areas, and acknowledges that Declarant intends to request zoning changes from time to time to permit smaller residential lots multiple family and commercial use of Declarant's land located in the vicinity of the subdivision and as is generally shown on the master plan. Each lot owner for himself, his successors and assigns hereby consents to and covenants not to object to any application made by Declarant for a change in zoning permitting the use of any of Declarant's land for smaller residential lots, and multiple family uses, including but not limited to duplexes, fourplexes, apartments, condominiums and for commercial use including but not limited to motels, hotels, shopping centers, retail outlets, service stations, theaters, restaurants, professional buildings, etc. Each lot owner for himself, his successors and assigns, covenants and agrees to execute any and all instruments in writing that may be required or need by Declarant to obtain such zoning change or changes.

Section 6. Withdrawal of Properties. The trustee of The Overlook at Old Mill Homeowners Association shall have the authority to withdraw any common area lot or lots from

the operation of this Declaration prior to the sale of said lot or lots so that said common area lot or lots shall not thereafter be subject to any of the provisions of this Declaration.

Section 7. Limited Liability. Neither Declarant, the Association, the Trustees of the Association, the Architectural Committee, nor any Member, Agent, Representative, Officer, Director or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter pertaining or contemplated by this Declaration, provided, however, that this limited liability shall not apply if the loss, expense or liability involved resulted from the will full misconduct or gross negligence of such person. Covenants, conditions or restriction herein contained nor the enforcement of any lien provisions herein shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 8. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 9. Nuisance. The result of every act or omission whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part is hereby declared to be and constitutes nuisance and every remedy allowed by law or equity against nuisance either public or private, shall be applicable against every such result and may be exercised by the Association or any other lot owner in the subdivision. Such remedy shall be deemed cumulative and not exclusive.

I acknowledge the foregoing instrument the day and year first hereinabove written.

The Overlook at Old Mill, L.C.

By: Johansen-Thackeray & Company, Inc.

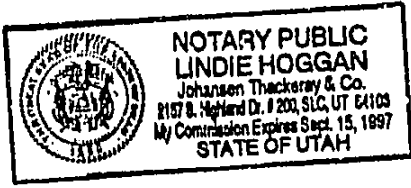
Managing Member

By


John R. Thackeray - President

STATE OF UTAH)
) ss.
COUNTY OF)

On the 13TH day of MARCH, 1995, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared John R. Thackeray, president of Johansen-Thackeray & Company, Inc. - managing member, known to me to be a member of The Overlook at Old Mill, L.C., a Utah Limited Liability Company that executed the within instrument, and John R. Thackeray acknowledged to me that such corporation executed the same.



Lindie Hoggan
Notary Public
Residing at: SALT LAKE

My Commission Expires: SEPTEMBER 15, 1997

EXHIBIT "B"
ARTICLES OF INCORPORATION

OF

The Overlook at Old Mill HOMEOWNERS ASSOCIATION

A NON-PROFIT CORPORATION

The undersigned natural person over the age of twenty-one (21) years, acting as the incorporation of a non-profit corporation under the Utah Non-Profit Corporation Cooperative Association Act, hereby adopts the following Articles of Incorporation for said corporation:

ARTICLE I

NAME

The name of the corporation hereby created shall be:

The Overlook at Old Mill HOMEOWNERS ASSOCIATION

ARTICLE II

DURATION

The corporation shall continue in existence perpetually unless dissolved according to law.

ARTICLE III

PURPOSES

The purposes for which the corporation is organized are:

- a. To engage in such business activities and pursuits as may be reasonably related to maintenance and operation of an association of property owners within The Overlook at Old Mill Subdivision.
- b. To engage in any and all other lawful pursuits, whether similar or dissimilar to the foregoing.

ARTICLE IV

MEMBERSHIP

The corporation shall have members consisting of persons owning Lots in The Overlook at Old Mill Subdivision situated in Salt Lake County, State of Utah (herein designated the "Lots").

No person who has conveyed or otherwise disposed of his ownership interest in Lot shall thereafter be entitled to hold or retain the membership in the corporation which is appurtenant to said Lot. The conveyance or other disposition by a person entitled to a membership in the corporation of all such person's ownership interest in the Lot shall be deemed to constitute, and may be treated by the corporation as, a transfer and conveyance by such person to such person's successor in interest in ownership of said Lot of the membership appurtenant to said Lot, and the corporation shall be entitled to cancel the membership certificate with relation to such membership, whether or not said certificate is surrendered, and reissue the same to the new owner or owners upon such terms and conditions as the board of Trustees shall direct.

ARTICLE V

MEMBERSHIP CERTIFICATES

The corporation shall issue a membership certificate to each person entitled to membership in the corporation, as above provided, to evidence such person's membership interest therein.

ARTICLE VI

TRUSTEES

The corporation shall have a Board of Trustees, which shall consist of a variable number of trustees of from three (3) to nine (9) as prescribed by the By-Laws. Election or removal of Trustees may be accomplished by cumulative voting of the members. The initial Board shall consist of three (3) trustees. The names and addresses of the persons who are to serve as trustees until their successors are duly elected and qualify are:

<u>Name</u>	<u>Address</u>
John R. Tnackeray	2157 South Highland Drive, Suite 200 Salt Lake City, Utah 84106
Duaine H. Rasmussen	2157 South Highland Drive, Suite 200 Salt Lake City, Utah 84106

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Armand D. Johansen

2157 South Highland Drive, Suite 200
Salt Lake City, Utah 84106

ARTICLE VII

INCORPORATION

The name and address of the incorporation of the corporation is:

Name

Johansen-Thackeray & Company, Inc.
Managing Member
The Overlook at Old Mill, L.C.

Address

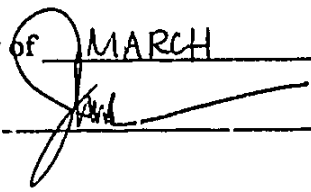
2157 South Highland Drive, Suite 200
Salt Lake City, Utah 84106

ARTICLE VIII

INITIAL PRINCIPAL OFFICE

The location and street address of the initial principal office of the corporation is:
2157 South Highland Drive, Suite 200, Salt Lake City, Utah 84106 which office may be changed
at any time by the Board of Trustees without amendment of these Articles of Incorporation. The
name of the initial registered agent at such address is Johansen-Thackeray & Company, Inc.-
managing member of The Overlook at Old Mill, L.C.

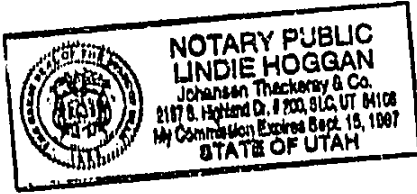
DATED this 13TH day of MARCH, 1995



STATE OF UTAH }
 } ss.
COUNTY OF }

The foregoing instrument was acknowledged before me this 13TH day of
MARCH, 1995, by JOHN R. THACKERAY.

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BRK 711616572



Lindie C Hoggan
Notary Public
Residing at: SALT LAKE

My Commission Expires: SEPTEMBER 15, 1997

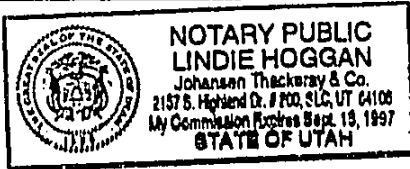
ACKNOWLEDGMENT

The undersigned, John R. Thackeray - President, Johansen-Thackeray & Company, Inc., Managing Member of The Overlook at Old Mill, hereby acknowledges that he has been named as registered agent of The Overlook at Old Mill Homeowners Association, a Utah corporation to be formed pursuant to Articles of Incorporation to which this acknowledgment is attached, and hereby agrees to act as registered agent of said corporation.

[Signature]

STATE OF UTAH }
 } ss.
COUNTY OF }

The foregoing instrument was acknowledged before me this 13TH day of MARCH, 1995, by JOHN R. THACKERAY.



Lindie C Hoggan
Notary Public
Residing at: SALT LAKE

My Commission Expires: SEPTEMBER 15, 1997

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EXHIBIT "C"

BY-LAWS

OF

The Overlook at Old Mill HOMEOWNERS ASSOCIATION

A NON-PROFIT CORPORATION

ARTICLE I

OFFICE

The principal office of The Overlook at Old Mill Homeowners Association (herein designated the "Association") shall be situated in Salt Lake County, State of Utah.

ARTICLE II

MEETINGS OF MEMBERS

Section 2.1 -- Annual Meeting. The annual meeting of the members shall be held at 7:00 p.m. on the second Monday in August of each year at the principal office of this Association, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that, whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Board of Trustees may be resolution to fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting the members shall elect trustees for on (1) year terms to serve until their successors shall be elected and shall qualify. Only members of the Association shall be elected trustees.

Section 2.2 -- Special Meetings. Special meeting of the members may be called by the President, by a majority of the Board of Trustees or by any number of members whose holdings shall not be less than one-third (1/3) of the membership of the Association.

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Section 2.3 -- Notice of Meetings. Notice of all annual and special meetings of the members shall be given in accordance with the statutes of the State of Utah. Whenever all of the members shall meet in person or by proxy, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice. No notice of any meeting of members shall be necessary if waiver of notice be signed by all of the members, whether before or after the time of the meeting.

Section 2.4 -- Presiding Officer. The President, and in his absence a Vice President, shall preside at all such meetings.

Section 2.5 -- Voting Requirements. When a quorum is present in person or represented by proxy at any meeting, the vote of a majority of the votes entitled to be cast shall decide any question brought before such meeting, including the election of trustees, unless the question is one upon which, by express provision of the statutes of the State of Utah or of the Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing, and, in the case of proxies for the annual meeting, they shall be delivered to a credentials committee consisting of the President, a Vice President and Secretary of the Association at least ten (10) days prior to said annual meeting. Proxies for special members meetings must be of record with the credentials committee at least five (5) days prior to the holding of such special members meetings. If instructed, the Secretary shall enter a record of such proxies in the minutes of the meeting. All matters to be voted upon by the members shall be presented to and voted upon by the members holding membership. Each member shall be entitled to one vote for each square foot of real property owned by said member which is included in the real property described in Exhibits A and B attached hereto and by this reference made a part hereof (herein designated the "Abutting Property"). In the event any of the Abutting Property is part of a condominium project, the member shall be deemed to be the condominium association which shall have the right to vote the votes to which such membership is entitled.

Section 2.6 -- Registered Members. At annual meetings members shall be entitled to vote in person or by proxy provided they are registered on the transfer books of the Association on the 30th day before such annual members meeting. The Board of Trustees may, by resolution, fix a date in advance of the date of special members meetings upon which a member must appear as a member of record on the Association's transfer books in order to be entitled to vote at such special members meetings; provided, however, that said date shall in no event be fixed at less than ten (10) nor more than thirty (30) days prior to the date set for such meeting.

Section 2.7 -- Quorum. At any meeting of the members, the holders of a majority of the voting power of the Association present in person or by proxy shall constitute a quorum of the

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members for all purposes. In the absence of a quorum, a subsequent meeting may be called and holders of not less than 25% of the voting power of the Association shall constitute a quorum of the members for all purposes. No such subsequent meeting shall be held more than 30 days following the preceding meeting. At any such subsequent meeting at which a quorum shall be present, and business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.8 -- Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting, the manner of voting, form of proxies, credentials and method of ascertaining those present shall be deemed waived if no objection is made at the meeting.

ARTICLE III

BOARD OF TRUSTEES

Section 3.1 -- Responsibilities. The business and property of the Association shall be managed by a Board of Trustees (herein designated and referred to as the "Board of Trustees"). The Board of Trustees may, however, enter into such management agreement or agreements with third persons as it may deem advisable.

Section 3.2 -- Number, Tenure, Qualifications and Vacancies. The number of Trustees of the Association shall be three (3). Each Trustee shall hold office until the next annual meeting of the members and until his successor shall have been elected and qualified. Trustees need not be residents of the State of Utah. In case of any vacancy in the Board of Trustees, the remaining members of the Board may elect a successor trustee or trustees to hold office until the next meeting of the members.

Section 3.3 -- Regular Meetings. A regular annual meeting of the trustees shall be held immediately after the adjournment of each annual members meeting at the place at which such members meeting was held. Regular meetings, other than the annual meeting, shall be held at regular intervals at such places and at such times as the Board of Trustees may from time to time by resolution provide.

Section 3.4 -- Special Meetings. Special meetings of the Board of Trustees shall be held whenever called by the President, the Vice President or by a majority of the Board. By unanimous consent of the trustees, special meetings of the Board may be held without call or notice at any time or place.

Section 3.5 -- Quorum. A quorum for the transaction of business at any meeting of the trustees shall consist of a majority of the trustees then in office.

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Section 3.6 -- Committees. The Board of Trustees may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two (2) or more of the members of the Association, which to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Trustees. Such committees shall keep regular minutes of their proceedings and report the same to the Board of Trustees when required. The President may appoint persons to fill vacancies on each of said committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 3.7 -- Additional Facilities. The Board of Trustees shall have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of the members.

ARTICLE VI

OFFICERS

Section 4.1 -- Selection of Officers. The Board of Trustees shall elect or appoint the officers of the Association. Such election or appointment shall regularly take place at the first meeting of the trustees immediately following the annual meeting of the members; provided, however, that election of officers may be held at any other meeting of the Board of Trustees.

Section 4.2 -- Additional Officers. The Board of Trustees may appoint such other officers, in addition to the officers hereinbelow expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Board of Trustees or by the President.

Section 4.3 -- Removal. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the then members of the Board of Trustees.

Section 4.4 -- President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Association all membership certificates, conveyances, mortgages and contracts and shall do and perform all acts and things which the Board of Trustees may require of him. The President shall be invited to attend meetings of each committee.

Section 4.5 -- Vice President. In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. He shall perform such other duties as the Board of Trustees may impose upon him.

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Section 4.6 -- Secretary. The Secretary shall keep the minutes of the Association, its membership books and such books and records as these By-Laws or any resolution of the trustees may require him to keep. He shall be the custodian of the seal of the Association and shall affix the seal to all papers and instruments requiring it. He shall perform such other services as the Board of Trustees may impose upon him. One or more Assistant Secretaries may be elected, who shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

Section 4.7 -- Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees and shall, when requested by the President so to do, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the trustees. He shall perform such other services as the Board of Trustees may require of him.

Section 4.8 -- Compensation. The Trustees and officer shall receive compensation from time to time as determined by a majority of the voted entitled to be cast.

ARTICLE V

MEMBERSHIP CERTIFICATE

Section 6.1 -- Form of Certificates. The Association shall issue certificates evidencing each membership.

Section 6.2 -- Issuance. All membership certificates shall be signed by the President or Vice President and by the Secretary or an Assistant Secretary, and the Seal of the Association shall be impressed thereon.

Section 6.3 - Transfer. Except as provided in Section 6.3 membership certificates shall be transferred in the books of the Association by assignment made by the member, his attorney-in-face or legal representative, and be delivery of the certificate to the Secretary of the Association for transfer, together with such further supporting documents as the Association may reasonably require. Each certificate surrendered for transfer shall be marked "Canceled" by the Secretary and the canceled certificate shall be affixed to its stub.

Section 6.4 - Lost Certificates. Should the owner of any membership certificate make application to the Association for the issuance of a duplicate certificate by reason of the loss or destruction of his certificate, he shall accompany his application by an affidavit setting for the time, place and circumstances of such loss or destruction, and agreeing to indemnify the Association against such loss as the Association may suffer by reason of the issuance of a

duplicate certificate or the refusal to recognize the certificate that was allegedly lost or destroyed. Upon satisfaction of the foregoing, a duplicate certificate may be issued. The duplicate certificate shall be marked "Duplicate", and the stub of the certificate lost or destroyed shall indicate the issuance of the duplicate.

ARTICLE VI

DIVIDENDS

There shall be no dividends paid or payable by the Association. It is hereby acknowledged that the Association is organized as a non-profit corporation under the Utah Non-Profit Corporation Cooperative Association Act strictly as an association of Lot owners to act as an agent for said owners in the management of the Project. It is not intended that the Association realize any profit on any transaction.

ARTICLE VII

ANNUAL STATEMENT

The Board of Trustees shall present at each annual meeting, and when called for by a vote of the members at any special meeting of the members, a full and complete statement of the business and condition of the Association.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Association shall be the calendar year ending December 31,

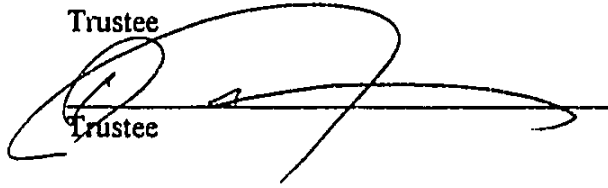
ARTICLE IX

AMENDMENTS

These By-Laws may be altered or repealed by the affirmative vote of a majority of the members at any regular meeting of the members or at any special meeting of the members if notice of the proposed alteration or appeal be contained in the notice of such special meeting.

Trustee

Trustee

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a long horizontal stroke that extends to the right and then curves back down.

Trustee

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BEGINNING at a point which is due East 1341.254 feet from the West Quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian (the said West Quarter corner of Section 23 bears North $00^{\circ}09'12''$ East 2651.89 feet from the Southwest corner of Section 23, (the basis of bearing is the South line of the Southwest Quarter of said Section 23, which bears South $89^{\circ}47'55''$ East); said point of beginning being at the Northeast corner of Mill Hollow Estates Plat "F"; thence from said point of beginning North $00^{\circ}18'29''$ West 242.470 feet; thence North $89^{\circ}39'07''$ East 318.871 feet to a point on a 350.000 foot radius curve to the right; bearing to the radius point bears South $00^{\circ}20'53''$ East; thence along arc of said curve 128.144 feet through a central angle of $20^{\circ}58'39''$; thence South $69^{\circ}22'14''$ East 23.430 feet to the point of a 500.000 foot radius curve to the left; bearing to the radius point bears North $20^{\circ}37'46''$ East; thence along arc of said curve 71.415 feet through a central angle of $08^{\circ}11'01''$; thence departing said curve South $77^{\circ}33'15''$ East 398.414 feet to the Westerly right-of-way line of 3000 East Street; thence along said Westerly right-of-way line the following two (2) courses 1) South $12^{\circ}27'20''$ West 858.078 feet; 2) to the point of a 1040.000 foot radius curve to the left; bearing to the radius point bears South $77^{\circ}32'40''$ East; thence along arc of said curve 167.260 feet through a central angle of $09^{\circ}12'53''$ to the point of a 20.000 foot reverse radius curve to the right; bearing to the radius point bears North $86^{\circ}45'33''$ West; thence along arc of said curve 32.025 feet through a central angle of $91^{\circ}44'41''$; thence departing said curve to a point on the Northerly right-of-way line of Hollow Mill Drive; thence along said right-of-way line the following three (3) courses 1) North $85^{\circ}00'52''$ West 364.267 feet to the point on a 785.800 foot radius curve to the right; bearing to the radius point bears North $04^{\circ}59'08''$ East; 2) thence along arc of said curve 191.691 feet through a central angle of $13^{\circ}58'37''$; 3) to the point of a 522.890 foot radius reverse curve to the left; bearing to the radius point bears South $18^{\circ}57'45''$ West; thence along arc of said curve 141.582 feet through a central angle of $15^{\circ}30'50''$ to a point on the Easterly boundary line of Mill Hollow Estate Plat "E"; thence along the Easterly boundary line of Mill Hollow estates Plat "E" and "F" North $00^{\circ}18'29''$ West 815.907 feet to the point of BEGINNING.