

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE GLENMOOR VILLAGE IMPROVEMENT ASSOCIATION
(A Planned Unit Development)**

6135287

This AMENDED AND RESTATED DECLARATION is made effective the 1st day of September, 1995, by at least eighty percent of the members of the Glenmoor Village Improvement Association, Inc. ("GVIA"), a Utah corporation, through GVIA (hereinafter referred to as "Declarant").

RECITALS

1. Declarant became the successor in ownership to certain real property and improvements developed by Afco Development Corporation ("AFCO").
2. Declarant and its members are the record owners of that certain real property (the "Land"), a planned unit development, located in South Jordan, Salt Lake County, State of Utah, generally known as a portion of Glenmoor Village and more particularly described in Article A hereof.
3. AFCO filed a Declaration of Covenants, Conditions and Restrictions (the "Declaration") with respect to the Land on various dates including but not limited to those filed on March 11, 1975, and filed on March 24, 1976, and filed on March 31, 1978, by AFCO and which were intended to be amended by a First Amended Declaration of Covenants, Conditions and Restrictions (the "First Amended Declaration") filed on October 10, 1990.
4. The Association and the Owners have believed to be operating under the same set of conditions, covenants and restrictions and managing the affairs of the various properties jointly.
5. The Declaration and First Amended Declaration provide for the amendment thereof by eighty percent (80%) of the Owners within the description of the planned unit development.
6. The various filings of declarations with respect to different portions of the Land and the lack of filing of the First Amended Declaration with respect to all of the Land has confused the individual Owners and the Association with respect to the management of the affairs of the Owners and the Association.
7. Various residential structures have improved individual lots, within the Land, in clusters to allow optimal use of the real property and to provide open spaces and amenities not otherwise available in traditional forms of real property subdivision developments to permit its operation as a planned unit development.
8. Declarant desires, by filing this Amended and Restated Declaration, *inter alia*, to submit all the Land and all improvements now or hereafter constructed thereon to uniform

provisions and to clarify and expand the covenants, conditions and restrictions with respect to the Land, to provide for the operation, preservation, maintenance, repair and replacement of common property, to resolve the obligations of maintenance, to provide for equitable funding of major repairs and replacements, to provide for equitable sharing of expenses and to provide for equitable common assessment districts.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Amended and Restated Declaration, which shall preempt and amend in their entirety the Declaration and the First Amended Declaration:

**Article A
DESCRIPTION OF THE PLANNED UNIT DEVELOPMENT**

The Land associated with the Project is the following described parcels of real property situated in Salt Lake County, State of Utah:

Saint Andrew's Drive Units

All of Lot 1602, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a and 5b, Cluster K, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a and 5b, Cluster L, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a and 5b, Cluster M, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a and 5b, Cluster N, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

Skye Drive Units

All of Lot 603, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4 and 5, Cluster G, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Cluster H, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lot 703, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Cluster I, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6 and 7, Cluster J, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

Yorkshire Drive Units

All of Lot 501, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of Cluster D, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.

Appurtenant Property and Rights

TOGETHER with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, Assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line or similar facility which traverses or partially occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

Article B DEFINITIONS

When used in this Amended and Restated Declaration (including the preceding portions) the following terms shall have the meaning indicated:

1. AFCO shall mean and refer to AFCO Development Corporation, the owner and developer of the Land on March 11, 1975.

2. Assessment shall mean and refer to a lot owner's proportionate share of the amount of money necessary to pay for the operation, administration, maintenance and management of the common property and the CEDs, the Exterior Maintenance and to accumulate funds for future major repairs and replacements. Various types of Assessments may be adopted and utilized by the Association as set forth in Article G.

3. Association shall mean and refer to GVIA, its successors and assigns, an organization with a membership of Lot owners responsible for the operation, administration, maintenance and management of the common property.

4. Common Area shall mean and refer to the real property to which title or other evidence of ownership is vested in the Association and which includes, as of the date hereof, the following:

All of Lot 1602, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lot 603, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lot 703, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lot 501, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.

The Common Area includes multiple areas of use for the benefit of Owners including greenbelts, grass, shrubs and parking lots.

(a) Limited Common Areas shall mean and refer to the yard, patio, balcony, entry court, driveway and walkway contiguous to a Lot, and all other Common Areas and facilities which are intended for the exclusive service of the Lot, the use and occupancy of which shall in each case be limited to the identified Lot.

5. Common Expense District or CED shall mean and refer to the group of Owners within a defined district for purposes of allocating Common Expenses and Assessment as set forth in Article G. The Project is comprised of three CEDs defined herein and which are the Saint Andrew's Drive CED, the Skye Drive CED and the Yorkshire Drive CED. Each Lot is a member of only one CED.

(a) Saint Andrew's Drive CED shall mean and refer to Lot 1602 and Lots 1a through 5b inclusive of Cluster K of Lot 1602, Lots 1a through 5b inclusive of Cluster L, Lots 1a through 5b inclusive of Cluster M, and Lots 1a through 5b inclusive of Cluster N, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah, which includes twenty Lots currently with Dwelling Units constructed on twelve of the Lots and eight vacant Lots on which Dwelling Units are currently being constructed or intended to be constructed and greenbelt areas. In counting Lots in the Saint Andrew's Drive CED, each Lot is comprised of two component parts, an "a" and a "b" portion but shall be counted as a combined single Lot. For example, Lot 1a and Lot 1b, shall be counted as a single Lot 1.

(b) Skye Drive CED shall mean and refer to Lot 603 and Lots 1 through 5 inclusive of Cluster G, and Lots 1 through 12 inclusive of Cluster H, Glenmoor Country Estates No. 1, Plat F, and Lot 703 and Lots 1 through 12 inclusive of Cluster I, and Lots 1 through 5 inclusive of Cluster J, Glenmoor Country Estates No. 1, Plat G, according to the official plats thereof filed with the Recorder of Salt Lake County, State of Utah, which includes thirty-nine Lots with Dwelling Units constructed thereon and greenbelt areas.

(c) Yorkshire Drive CED shall mean and refer to Lot 501 and Lots 1 through 16 inclusive of Cluster D, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah, which includes sixteen Lots with Dwelling Units constructed thereon and greenbelt areas.

6. Common Expenses shall mean and refer to all sums which are expended for the collective benefit of all the Owners and all sums which are required by the Association to perform or exercise its functions, duties, or rights under this Amended and Restated Declaration, the Articles of Incorporation and the Bylaws of the Association and rules and regulations as the Association may from time to time make and adopt. Common Expenses are allocated and assessed pursuant to the provisions set forth in Articles F and G.

7. Declarant shall mean and refer to at least eighty percent of the members of GVIA or the Association, who have voted for the adoption of this Amended and Restated Declaration.

8. Declaration shall mean and refer to the instruments entitled Declaration of Covenants, Conditions and Restrictions, filed on various dates with respect to the Property including but not limited to those filed on March 11, 1975 (Book 3802, Page 167), and filed on March 24, 1976 (Book 4144, Page 460), and filed on March 30, 1976 (Book 4150, Page 98), and filed on March 31, 1978 (Book 4647, Page 1488), and filed on August 3, 1979 (Book 4915, Page 711), by AFCO and as amended.

(a) First Amended Declaration shall mean and refer to the instrument entitled First Amended Declaration of Conditions and Restrictions filed on October 10, 1990 (Book 4975, Page 864), by GVIA.

(b) Amended and Restated Declaration shall mean and refer to this instrument as the same may hereafter be modified, amended, supplemented or expanded in accordance with law and the provisions hereof.

9. Dwelling Unit shall mean and refer to an improved Lot with a townhouse, row house, multi-type cluster house or other structure which may share common structural components, including garage, whether attached or detached and for which a Certificate of Occupancy has been issued by the appropriate governmental agency or in which a person has commenced residence. An Owner who improves a Lot through the construction or replacement of a Dwelling Unit must install or restore the common area landscaping surrounding the Lot to the standard of the CED in which it is located.

10. GVIA shall mean and refer to Glenmoor Village Improvement Association, Inc., a Utah corporation.

11. Land shall mean, and refer to, and consist of the real property described in Article A of this Amended and Restated Declaration.

12. Lot shall mean and refer to any parcel of real property shown upon the recorded subdivision maps filed with Salt Lake County, State of Utah, within the Land except for that real property within the definition of Common Area. Lot shall specifically include the Dwelling Unit constructed thereon. For purposes of the Saint Andrew's Drive CED, the Dwelling Units are divided into the structure in which persons reside identified as the Lot number and an "a" and a detached garage identified as the Lot number and a "b", which shall jointly comprise a single Lot.

13. Owner shall mean that person or entity having legal ownership of a Lot.

14. Project shall mean and refer to the Land and all Lots and all Common Areas and all development and improvements thereon.

15. Property shall mean and refer to the Land as provided herein, the Buildings, all improvements and the structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property of the Association intended for use in connection therewith.

Article C ASSOCIATION MEMBERSHIP AND VOTING

1. Association Membership. Each Lot shall be a member of the Association. Membership in the Association shall be automatic, shall be appurtenant to the Lot in which the Owner has the necessary interest and shall not be separated from the Lot to which it appertains. In accepting a property interest, each Owner agrees to be and shall be a member of, and be subject to the obligations and duly enacted By-laws and rules and regulations the Association formed for the purpose of establishing and maintaining the Common Area of every kind and nature required or desired for the general use and benefit of all Owners.

2. Voting Rights of Owners. Each Lot with a Dwelling Unit shall be entitled to one vote. Notwithstanding anything in this Amended and Restated Declaration which may be to the contrary or may be interpreted to be to the contrary, when more than one person holds an interest in any one Lot, all persons may be members of the Association and the vote for that Lot with a Dwelling Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to the ownership of any one Lot.

3. Consent Equivalent to Vote. In those cases in which this Amended and Restated Declaration requires the vote of a stated percentage of the Owners for the authorization or approval of a transaction, that requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to that transaction from Owners who collectively hold at least the necessary percentage of Owners.

Article D EXTERIOR MAINTENANCE

1. Exterior Maintenance. In addition to the responsibilities of the Association for the care of the Common Area, the Association, by delegation to its three CEDs, shall provide exterior maintenance, for Owner constructed Dwelling Units within each CED, upon each townhouse, row house, multi-type cluster house or other structure which may share common structural components, including garage, whether attached or detached, and which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces (finished and unfinished), trees, shrubs, grass, walks and other exterior improvements EXCEPT for glass windows or surfaces, wood, metal or composition storm or security doors and overhead garage doors.

2. Exterior Appearance of Dwelling Units. The Owner of a Dwelling Unit shall not change the appearance of any portion of the exterior of the Dwelling Unit.

3. Owner Wilful or Negligent Cause of Maintenance. In the event that the need for maintenance or repair of a townhouse, row house, multi-type cluster house or other structure which may share common structural components, including garage, whether attached or detached, or the improvements thereon is caused through the wilful or negligent acts of the family, guests or invitees of the Owner of the Lot which is in need of maintenance or repair, the cost of the exterior maintenance shall be added to and become part of the Assessment to which the Lot is subject.

4. Method of Payment for Exterior Maintenance. Each CED of the Association may determine the manner in which the Owners of each CED shall pay for the exterior maintenance of the constructed Dwelling Units and garages, attached or detached, whether by Assessment, as set forth in Article G or through participation of labor or funds by Owners.

Article E
COVENANTS, CONDITIONS AND RESTRICTIONS

1. Legal Status of Lots and Dwelling Units. Each Dwelling Unit is an improvement of a Lot, is a residential dwelling and is a Lot capable of being independently owned, encumbered and conveyed.

2. Common Areas: Owners' Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in common with all other Owners in and to the Common Area and any improvements thereon which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(a) The right of the Association to charge Assessments and other fees for the upkeep and maintenance of the Land and improvements thereon or which may be hereafter placed upon the Land; and

(b) 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 those purposes and subject to the conditions as may be agreed by the members in an instrument executed by the President of the Association and certified by the Secretary of the Association that at least seventy-five (75%) of the Owners have voted in favor of thereof; and

(c) The right of the Association to suspend the voting rights and right to use of Common Areas and recreational facilities by an Owner for any period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association; and

(d) The use of the Common Areas, as set forth in this Article E, Section 10, shall be limited to the Owners in residence or to their tenants in residence, and to their guests, invitees and licensees.

3. Limited Common Areas: Appurtenant Owner's Easement of Enjoyment. The use of each of the Limited Common Areas shall be restricted to the Owner of the Lot to which it is appurtenant or his tenants in residence, and to that person's guests, invitees and licensees. The use of the Limited Common Areas shall be governed by this Amended and Restated Declaration and the rules and regulations as established by the Association and as adopted and amended from time to time.

4. Dwelling Unit Construction and Maintenance. Each Owner shall construct or restore, at his own cost and expense, the Dwelling Unit for the Lot of the Owner, including the landscaping of the surrounding common area to the standards of the Association. Each Owner shall at his own cost and expense maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows (both interior and exterior), window screens and doors forming the boundaries of his Dwelling Unit and all walls, ceiling, floors, windows (both interior and exterior), window screens and doors within such boundaries. In addition to decorating and keeping the interior of his Dwelling Unit in good repair and in a clean and sanitary condition, he shall be

responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air cooler, glass, lighting fixtures, refrigerator, disposal equipment, range or other appliances or fixtures that may be in, or connected with, his Dwelling Unit. Each Dwelling Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Dwelling Unit. The Association (including its CEDs) shall have no obligation regarding interior or exterior care or maintenance which is required to be accomplished by Dwelling Unit Owners.

5. Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Dwelling Unit, an easement for the encroachment and for the maintenance for the same shall and does exist. If any part of a Dwelling Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Dwelling Unit, an easement for the encroachment and for the maintenance shall and does exist. Encroachments shall not be considered to be encumbrances either to the Common Areas or the Dwelling Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the tract, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

6. Access for Repair of Exterior Maintenance Areas and Common Areas. Some of the Common Areas or Exterior Maintenance Areas are or may be located within the Dwelling Units or may be conveniently accessible only through the Dwelling Units. The Owners of the other Dwelling Units and Lots shall have the irrevocable right, to be exercised by the Association as its agent, to have access to each Dwelling Unit and Lot and to all Common Areas from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas or Exterior Maintenance Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas, Exterior Maintenance or to another Dwelling Unit. The Association (including the CEDs) shall also have rights independent of the agency relationship. Damage to the interior of any part of a Dwelling Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or Exterior Maintenance Areas or as a result of emergency repairs within another Dwelling Unit at the instance of the Association or of Dwelling Unit or Owners shall be the responsibility of the Association; provided, that if the damage is the result of negligence of the Owner of a Dwelling Unit or Lot, then that Owner shall be financially responsible for all of the damage. The damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment.

7. Right of Ingress, Egress. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Dwelling Unit and Lot and to the Limited Common Areas designated for use in connection with his Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

8. Easement to Association. The Association (including its CEDs) shall have non-exclusive easements to make use of the Common Areas as may be necessary or

appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Amended and Restated Declaration.

9. Easements for Common Benefit. All water, sewer, electrical, telephone and natural gas lines shall be placed underground, and no overhead electrical or telephone lines shall be placed overhead. The Association may hereafter grant easements for utility and drainage purposes for the benefit of the Project, including the right to install, lay, maintain, repair and replace water mains, water pipes, water lines, sewer lines, natural gas lines, telephone lines and equipment and electrical lines and conduits over, under, along or on and through any portions of the Common Areas, Limited Common Areas and facilities, and each Owner by his acceptance of a deed to the Lot of the Owner agrees from time to time to execute, acknowledge, deliver and record for and in the name of the Owner, the instruments necessary to effectuate the foregoing.

10. Use of Dwelling Units, Lots and Common Areas.

(a) Each of the Lots in the Project is intended to be used for a single family residential dwelling unit and is restricted to that use.

(b) There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Association. The Association may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Dwelling Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Association.

(c) Nothing shall be done or kept in any Dwelling Unit or on any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Dwelling Unit or on any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be carried on in any Dwelling Unit or on any Lot or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(d) The Trustees of the Association, in accordance with the Articles of Incorporation and By-Laws of the Association, may adopt rules and regulations concerning the use of the Property, from time to time, and which rules and regulations may be amended. Copies of the rules and regulations and amendments thereto shall be furnished by the Association to Owners and residents upon request. No Owner or resident shall violate the rules and regulations regarding use of the Dwelling Units and of the Lots and of the Common Areas as adopted by the Board of Trustees of the Association.

(e) No structural alterations to any Dwelling Unit shall be made by any Owner or any person without the prior written consent of the Association.

(f) No signs whatsoever shall be erected or maintained in the Common Areas without the prior written consent of the Association except, as follows: (i) signs as may be required by legal proceedings; and (ii) signs as an individual Owner may erect or maintain incident to sale of that Lot. No sign offering the sale of a unit shall be placed in any window but may be affixed to an exterior wall.

(g) Occupancy. No Dwelling Unit shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any Dwelling Unit, when completed, be in any manner, occupied until the issuance of a Certificate of Occupancy by the applicable governmental unit and made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions set forth herein.

(h) Horses, Pigs and Pets. No horses or pigs (wild, domestic or pets) shall be kept or stabled on any property of any owner. No exceptions may be granted by the Board of Trustees or any officer or Trustee of the Association to the prohibition against horses and pigs, by resolution or by the rules and regulations or By-Laws. No more than two pets of the customary household variety (including birds) may be kept on any lot in such premises, except upon the express written permission of Declarant, provided, however, that the provisions hereof shall not be deemed to permit the keeping of domestic fowl. All owners remain subject to the laws of the South Jordan City, Salt Lake County and the State of Utah, including those laws regulating the ownership of pets and animals.

(i) Animals and Birds. No animals or birds of any kind shall be raised, bred or kept in any home or in the common areas or facilities except dogs, cats, and other household pets that may be kept, subject to the rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purposes; provided further, that any animal, bird or pet causing or creating a nuisance or disturbance or property damage shall be permanently removed from the property upon ten (10) days' written notice from the Association, through the Board of Trustees or other designated representative.

(j) Tanks. No elevated tanks of any kind, including jacuzzis and hot tubs, shall be erected, placed, or permitted on any part of such premises without prior written approval of the Board of Trustees, provided, that nothing herein shall prevent the developer, his heirs, and assigns, from erecting, placing, or permitting the placing of tanks and other water system apparatus on such premises for the use of the water company serving such premises. Any tanks for use in connection with any residence constructed on such premises must be buried. Nothing contained herein may be construed to permit the use of any tanks for the storage of hazardous materials or any environmentally regulated products.

(k) Annoyance. No use or practice shall be permitted on the property which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist.

(l) Common Area Parking.

i) Use of Garages: No Owner may finish or use the garage area of a Lot for living quarters. Owners are to use their garages for the parking of their vehicles, prior to the use of the Common Area parking. This is a residential development and owners must not fill their garages with personal property, such as tools and equipment, to the extent they are forced to park their vehicles in common area parking spaces.

ii) No Reserved Common Area Parking: Common Area parking Spaces, even directly in front of a Condo, are not intended for an owner's exclusive use. None of the parking areas is Limited Common Area. Common Area parking is for the use of all Owners within a cluster, their tenants or guests, on a first come - first served basis. Notwithstanding the foregoing, driveways accessing garages are Limited Common Areas reserved for the exclusive use of the Owner for access to the garage of the Owner.

iii) Commercial Vehicles, Recreational Vehicles, Campers, Trailers and Boats: Commercial vehicles (trucks larger than a one-ton rating) recreational vehicles, campers, trailers and boats are not to be parked in common area parking spaces except for temporary loading and unloading purposes.

iv) Unlicensed, Uninsured, Inoperable, Vintage or Like Vehicles: Storage of unlicensed, uninsured, inoperable or vintage vehicles in Common Area Parking Spaces is expressly prohibited. If Owners of these types of vehicles do not have sufficient space within their garages, they must remove them from the Common Area, Limited Common Area and Common Area parking.

11. U.S. Mail Boxes. The Association maintains uniform U.S. Mail delivery boxes for the use of each Lot and which costs are part of the Common Expenses and allocated pursuant to Article G.

12. Fences and Walls. No fences or walls may be constructed by any Owner, Dwelling Unit resident or any other person without the explicit written authorization of the CED in which the Lot is situated or its designated committee or representative and only after submission and approval of the detailed plans for the fence or wall pursuant to Article J.

13. Homeowners Insurance. Each Owner shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided herein.

(a) Casualty Insurance. The Owner shall insure the Dwelling Unit, Lot and other insurable improvements upon the Lot as may be owned by the Owner. It shall be issued in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the Owner and the Association, after consultation with appropriate insurance professionals, appraisers and the Association. The insurance coverage shall afford protection against (i) loss or damage by fire, (ii) bodily injury and (iii) property damage, including but not limited to water damage, vandalism, malicious mischief, windstorm and natural disasters. Each Homeowner's Policy will indicate on the face of the policy or by endorsement, that the Glenmoor Village Improvement Association has an "insured interest" in the coverage on the Dwelling Unit and in general liability coverage the Owner carries, but does not have an interest in the personal property of the Owner.

(b) Each Owner shall deliver to the Association annually evidence of the above required insurance.

14. Association Insurance. The Association may secure and may maintain the following insurance coverages:

(a) A multi-hazard policy or policies of fire and other hazard insurance covering the Common Areas, with extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgages investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost). Each policy shall contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of its mortgagees as their interests may appear. The assured shall be the Association. Insurance may provide protection against the following: loss by fire and other hazards covered by the standard extended coverage.

(b) A comprehensive policy of public liability insurance, covering all of the Common Areas, insuring the Association, its members, the Manager, and the Dwelling Unit and Owners against any liability incident to the ownership, use, or operation of the Common Areas and public ways of the Project or of any Dwelling

Unit which may arise among themselves, to the public, or to any invitees, or tenants of the Project, or of the Dwelling Unit or Owners. If obtained, limits of liability under the insurance should be not less than One Million Dollars (\$1,000,000.00) covering all claims for personal or bodily injury or property damage arising out of a single occurrence, including protection against water damage liability, liability for unowned and hired automobiles and liability for property of others. The Insurance policy may contain a "severability of interest" endorsement which may preclude the insurer from denying the claim of a Dwelling Unit or Owner because of negligent acts of the Association or other Dwelling Unit or Owners. The scope of coverage may include all other coverage in the kinds and amounts required by private institutional mortgage investors for similar projects in location, construction and use.

(c) The Association may maintain fidelity coverage (including Director, Officer or Trustee Liability Insurance) to protect against dishonest acts on the part of the Association, its Members, the Manager (including, but not limited to, employees of professional managers) employees, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance may name the Association as the obligee and may be written in an amount sufficient to provide protection which may be less than 150% of the insured's estimated annual operating expenses and reserves. In connection with this coverage an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. All fidelity bond coverage may provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the servicer on behalf of Mortgagees.

The following additional provisions shall apply with respect to insurance:

(d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Dwelling Unit or Owners or their mortgagees.

(e) Each policy of insurance obtained by the Association may provide: a standard mortgagee clause commonly accepted by private institutional mortgage investors in the Area in which the Project is located: a waiver (if available) of the insurer's subrogation rights with respect to the Association, its members, the Manager, the Dwelling Unit or Owners, and their respective servants, agents, and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any member, officer, or employee of the Association or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Dwelling Unit or Owners; and that a mortgagee clause endorsement which must provide that the insurance carrier shall notify in writing any and all insureds, including the servicers on behalf of Mortgagees or FHLMC thereof, at least thirty (30) days in advance of the effective date, of any substantial modification or cancellation of the policy.

(f) Insurance coverage procured pursuant to this Section must not be prejudiced by (i) any act or neglect of the Dwelling Unit or Owners when such act or neglect is not within the control of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Project over which the Association has no control.

(g) Premiums for insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses allocated equally to each Owner.

15. Golf Course. The Property is adjacent to a golf course. Between sunrise and sundown, persons using the golf course are granted a limited easement solely for the purpose of picking up by hand golf balls which stray onto the Common Areas but specifically excluding the playing of golf and the hitting of golf balls on the Common Areas. The Association, by rules and regulations adopted by the Board of Trustees (including the delegation to its CEDs), at its sole discretion, at any time, may limit the time, manner or place of any act authorized by this provision. The Association, including its CEDs and the Board of Trustees will not be responsible for injury or damage to persons or property, real or personal, residing or located within the legal boundaries of the Association, resulting from the actions of golfers or golf balls, the sole responsibility for any injury or damage being that of the golfer whose act results in the injury or damage. Each CED although not responsible for protective fences or screening of property or for breakage or damage to glass windows or doors in dwelling units located adjacent or contiguous to or in the vicinity of the golf course, including tees and fairways may determine the extent of the participation of a CED to construct protective fences and screening or to provide for participation in the repair of golfer or golf ball damage.

16. Nuisances. No horses, cattle, swine, goats, poultry or fowl shall be kept on any of the Property. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening or otherwise called in and concealed from the view of neighboring Owners. Plans for all enclosures of this nature must be approved by the CED in which the enclosure is to be constructed prior to construction. No weeds, underbrush or other unsightly objects shall be allowed to be placed or suffer to remain anywhere on the Property. Trash and garbage cans shall be placed in areas not visible from the street or neighboring Lots. In the event that any Owner in any CED located within the Property shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles, or other unsightly growths or objects, the Association or the CED may enter the Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and in the event of such a removal, a lien shall arise and be created in favor of the Association and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within thirty (30) days after the Owner is assessed and billed therefor.

No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will

cause any noise that will, or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots.

**Article F
MANAGEMENT OF ASSOCIATION AND CEDS**

1. Governance of Association. The affairs of the Association shall be directed by three Trustees which shall be comprised of the chair of each CED.

(a) The Trustee from each CED will be entitled to vote the number of votes of the Owners within the CED of the Trustee, consistent with the provisions and intent of Article C.

(b) The Trustees of the Association will vote to select the Managing Trustee who will chair the meetings of the Trustees of the Association.

(c) In the event a CED fails to elect directors and to provide a representative Trustee, the Trustees from the other CEDs will appoint an Owner from that CED who is willing to perform the duties of governance of that CED and in the event an Owner from that CED is unwilling to serve, then appoint an Owner from any other CED who is willing to perform the duties of governance of that CED and in the event an Owner is unwilling to serve, then appoint any other person who is willing to perform the duties of governance of that CED and to pay any person who is not an Owner from that CED reasonable compensation from assessments to that CED.

2. Governance of CEDs. The affairs of each of the three CEDs shall be directed by a Board of Directors comprised of three or five Owners.

(a) Each CED will establish its own Bylaws as to the number of directors for its Board of Directors.

(b) Each CED will establish, through its Bylaws, the manner in which the Chair of the Board of Directors is to be selected who will also serve as the representative of the CED as the Trustee of the Association and as a representative of the Owners within its CED.

3. Intent of Association with Respect to Governance. It is the intent of the Association to provide autonomy to each CED with respect to the expenses to be incurred which relate solely to that CED, while providing a cooperative effort of the Association and all three CEDs with respect to obtaining economies of scale from service providers and accounting and general governance of the Association as a cohesive group. With that intent, the Members desire to allocate the rights and responsibilities of governance as set forth in the following paragraphs.

4. Rights and Responsibilities of the Association. The Association shall be granted only the powers set forth in this paragraph with all other rights and responsibilities being reserved for the CEDs. The rights and responsibilities of the Association are:

- (a) The establishment of Bylaws of the Association which do not conflict with this Amended and Restated Declaration or any laws of the State of Utah or the United States of America or any other applicable governmental authority.
- (b) The establishment of Rules and Regulations of the Association which do not conflict with this Amended and Restated Declaration, the Association Bylaws or any laws of the State of Utah or the United States of America or any other applicable governmental authority.
- (c) Maintenance of the books and records of the Association, including corporate and other legal documents and accounting records.
- (d) Conduct of the Annual Meeting of the Association.
- (e) Maintenance of the list of all Owners.
- (f) Mailing of all notices and other communications to members of the Association, including notices relating to the meetings of the Association, assessments and all other information required to be conveyed by the Association to its members.
- (g) The allocation and assessment of Common Expenses as set forth herein including the provisions of Article G.
- (h) The preparation of the annual budget for submission to the members, after receipt of the budgets of each CED.
- (i) Receipt and collection of all funds of the Association, including the collection of all assessments through the procedures granted pursuant to Article G and the payment of all liabilities for the Association and each of the CEDs. The Association shall maintain, in a federally insured depository financial institution, a general operating account for the deposit of Common Expense Assessments and will maintain book entry accounting records to the segregation of the funds of each CED. In addition, the Association shall maintain an account, separate and independent of the general operating account and denominated as a Capital Account or Reserve Account for the deposit of Capital or Reserve assessments, which account shall be invested by the Trustees of the Association in a prudent manner which will provide for the safety of the principal and provide for income for the Association. It is intended that the Trustees will have investment authority which will permit a return greater than obtainable from a federally insured depository institution but will maintain the safety of the principal through investment alternatives which provide greater return, such as governmental securities or funds comprised of securities of that nature or having a similar ability to protect the principal investment.
- (j) The retention of professionals for legal, accounting and other professional services for the Association.

(k) The determination of the registered agent for receipt of service of process.

(l) The retention of a Manager for the Association.

(m) Maintenance of the Common Areas (including the decisions as to the contractor(s) to be hired to perform the services) and allocation to the CEDs based upon receipt of a breakdown for each CED from the contractor performing the services. The Association will perform the maintenance in accordance with the desires of the CED as set forth in paragraph 5(d) of this Article. Thus, the Association will perform the work and the CEDs will benefit from the economies of scale to be obtained by the Association.

(n) Retention of service providers for utilities, including but not limited to electrical, fuel, natural gas, telephone, power and garbage and allocation to the CEDs based upon receipt of a breakdown for each CED by the service provider or other quantifiable or reasonable source.

(o) Contracting for insurance providers to provide the insurance required herein and allocation to each CED or to the Project as reasonable and as provided herein.

(p) Resolution of disputes between CEDs.

(q) Determinations of all matters, specifically including but not limited to expenses, effecting the Association as a whole.

5. Rights and Responsibilities of the CEDs. All powers not delegated to the Association are specifically reserved to the CEDs. The rights and responsibilities of the CEDs include by way of description but not by way of limitation the following:

(a) The establishment of Rules and Regulations of the CED which do not conflict with this Amended and Restated Declaration, the Association Bylaws, the Association Rules and Regulations or any laws of the State of Utah or the United States of America or any other applicable governmental authority.

(b) Determinations as to the budget and assessments of the CED and the manner in which funds of the CED will be utilized in accordance with this Amended and Restated Declaration.

(c) Exterior Maintenance as set forth in Article D, either on its own or in conjunction with the other CEDs and under the direction or with the assistance of the Manager retained by the Association.

(d) The type and manner of maintenance of the Common Areas within its CED, including greenbelt areas and parking areas, in conjunction with the other

CEDs and under the direction and with the assistance of the Manager retained by the Association, as set forth within the Rights and Responsibilities of the Association.

(e) Security for the CED.

(f) Any other lawful purpose which enhances the ability of the CED to function for the benefit of the Owners therein.

6. **Manager.** The Association may carry out any of its functions which are capable of delegation through a Manager. Any Manager retained for those purposes may be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Owners and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. The Manager of the Association shall perform the work of the Association as directed by the Trustees of the Association, functioning both as the Association and on behalf of their respective CEDs. The Manager of the Association shall be a resource for each CED to perform its duties and responsibilities. The Manager, at the direction of the Trustees of the Association, may obtain the services of contractors to perform work for the benefit of all three CEDs which will share costs on a reasonable and equitable basis as allocated and assessed as set forth in Article G. The cost of the Manager will be allocated as a Project Common Expense.

Article G ASSESSMENTS

1. **Categories of Assessments.** The Owners of each of the Lots within the Project acknowledge there are substantial differences between the Lots and Common Areas located within the Skye Drive CED, the Lots and Common Areas located within the Saint Andrew's Drive CED and the Lots and Common Areas located within the Yorkshire Drive CED. These differences give rise to the need for certain assessments to be imposed solely upon Owners of Lots in these respective CEDs. Among the differences are the nature and use of the roadways and parking areas, differences and variances with respect to the construction of Dwelling Units within the three CEDs, including but not limited to the nature of the roofs and building exteriors and the separate geographic locations of the three CEDs. There are also differences between the Owners which are members of the CEDs as to the manner in which the property of each CED should be maintained. Recognizing these and other differences, the Owners acknowledge the need to create a different basis for defraying the costs of certain expenses within the Project which are unique and peculiar to a particular CED. There shall be four categories of assessments established to pay the Common Expenses with respect to the Project. One category of expenses allocable to all Owners regardless of the CED of which they are part and one category for each of the three CEDs.

(a) **Project Common Expenses:** Certain Common Expenses will be paid from assessments made to the Owners of all Lots in the Project regardless of the CED in which the Owner's Lot is located. For such purposes each Owner shall be

considered a member of the Project and shall be equally assessed the Common Expenses. Assessments allocated to the entire Project shall be apportioned among and assessed to all Owners equally.

(b) **CED Common Expenses:** Specific assessments will be imposed on Owners of Lots located in each of the three CEDs with respect to expenses associated with the Lots and Common Areas or Limited Common Areas located within the said CEDs and allocated to the designated CED.

2. Standards for Allocation of Common Expenses to CEDs. The following standards shall be adhered to by the Association with respect to assessments and allocations related to the Skye Drive CED, the Saint Andrew's Drive CED and the Yorkshire Drive CED, consistent with the provisions of Article F.

(a) All Common Area roadway and parking lot expenses, including but not limited to repairs, maintenance, snow removal, improvements and renovations shall be allocated and assessed to the CED in which the Common Area is located.

(b) All expenses of Exterior Maintenance, as set forth in Article D shall be allocated and assessed to the CED in which the Exterior Maintenance is performed.

(c) All expenses of Common Area utilities and related maintenance, general Common Area maintenance, including but not limited to grounds, labor and supplies, sprinkling system repairs, water and trash removal, shall be assessed and allocated to the CED in which the Common Area is located.

(d) Capital expenses of repair and replacement of Lots together with all costs of fire and casualty insurance and general liability insurance (to the extent not provided by individual Owners), shall be assessed to the Owners of the Lots in the CED wherein the expenditures are incurred. However, neither the Association nor the CED in which a fire or other casualty occurs shall be responsible for the repair or replacement of a Dwelling Unit to its original condition which Dwelling Unit is underinsured by its Owner. This limitation does not absolve an Owner from obtaining the insurance required of each Owner as set forth herein.

(e) The Common Expenses which will be paid from assessments to all Owners as members of the Project regardless of where their Lot is located shall include but not be limited to all administrative expenses associated with general administration of the Association and the Project.

As set forth in Article F, the Trustees of the Association shall have the authority to allocate expenses and assess a particular CED with the Common Expenses associated with such district in their reasonable discretion. Assessments made under this Article to a specific CED shall be apportioned among and assessed to the Owners of Lots in each CED equally. Nothing herein is intended to require any CED to separately provide the required or needed services. To the contrary, the intent is permit the CEDs to enjoy the benefits of economies of scale by contracting for services as an Association and allocating those costs to each CED.

For example, the Association will obtain an insurance policy which will be allocated to each of the CEDs upon a rationale and reasonable basis by the Trustees of the Association

3. Agreement to Pay Assessments. Each Owner of a Lot by the acceptance of instruments of conveyance and transfer thereof, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association (including those made by a CED) for the purposes provided in this Amended and Restated Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Amended and Restated Declaration and by the Association Bylaws and Association Rules and Regulations. It is contemplated that the Association will make all assessments with respect to the Owners and their Lots, including but not limited to assessments for the Common Expenses, the Skye Drive CED, the Saint Andrew's Drive CED and the Yorkshire Drive CED. Upon collection of the assessments from the Owners, the Association shall retain the portion of the assessment related to the Common Expenses as part of the general funds of the Association and shall provide through book entry accounting for the allocation of the remainder to the CEDs for use as authorized for Common Expenses which are to be paid for by the Owners of Lots in the particular CED.

4. Regular Assessments. Regular Assessments shall be computed and assessed against all Lots in the Project as follows:

(a) Common Expenses.

i) CED Annual Budget. On or before the 1st day of November of each year, each CED shall prepare, or cause to be prepared, an operating budget setting forth an itemized and detailed statement of the anticipated receipts and disbursements of the CED for the coming calendar year and taking into account the general condition of the Project. Each CED shall deliver its proposed budget to the Association for incorporation into the Association Annual Budget.

ii) Association Annual Budget. On or before the 1st day of November of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized and detailed statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project. Each budget for the year in question shall be submitted to the Members in final draft on or before the 15th day of November of each year. Members may submit comments to the Association Trustees and the Boards of Directors of their CED during the thirty days following the date of mailing or delivery (whichever is earlier) of the Budget. The Association Trustees will meet and consider any comments of the Members and adopt the Budget as proposed or with modifications thereto. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments of Common Expenses and for the schedule of proposed monthly assessments of each CED for the next calendar year. Said budget shall also constitute a major guideline under which the Association and each

CED shall operate during such annual period. The Budget shall separately outline and identify the Common Expenses allocable to the Owners of all Lots and the Common Expenses which shall be allocated to the Owners of Lots within each of the three CEDs.

iii) Basis of Annual Budget. The annual budget shall be based upon the Association's advance estimates of the Association's cash requirements to provide for payment of estimated Common Expenses, and the budgets submitted by each CED arising out of or connected with the performance of their duties for operation and maintenance. Such actual expenses and estimated expenses may include, among other things, the following: Expenses of management; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a manager, if any; utility charges (including charges for utility services to the Lots to the extent not separately metered or billed); legal and accounting fees authorized in advance by the Trustees of the Association; any deficit remaining from a previous period; creation of a reasonable contingency reserve, surplus, or sinking funds for each CED; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners or by reason of this Amended and Restated Declaration.

iv) Annual Assessments. The Annual Assessments shall be payable in monthly installments equal to one-twelfth (1/12) of the amount of the annual assessments so apportioned to the Owner to be paid upon receipt of the monthly statement but not later than the fifteenth day of the month when the installment is billed. If the monthly installment is not paid by the 15th day of each month, then a late fee of not less than \$10.00 will be assessed, and in addition thereto, interest at the rate of one and one-half percent per month will be charged from the 16th day of that month until actual receipt of payment by the Association. Failure of the Association to give timely notice of any monthly installment as provided herein shall not affect the liability of the Owner of any Lot for the installment or timely payment thereof. Owners, if they wish may pay the Annual Assessments in a lump sum or any portion of the installments in advance but without any discount. The Trustees of the Association may determine, in their discretion, to provide a discount to Owners, if the discount is not greater than the interest to be obtained by the Association on the prepaid portion of the funds and without negatively impacting the ability of the Association to meet its obligations.

(b) Inadequate Funds. In the event that the Common Expense Fund of the Association or any CED proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 5, below, except that the vote therein specified shall not be necessary.

5. Special Assessments. In addition to the regular assessment authorized by this Article, the Association [or any CED] may levy, at any time and from time to time, upon affirmative vote of at least sixty percent (60%) of the votes of the Association [or sixty percent (60%) of the votes associated with a particular CED for an assessment relating solely to that CED], special assessments, payable over such periods as the Association [or CED] may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project [or CED] or any part thereof, or for any other expense incurred or to be incurred as provided in this Amended and Restated Declaration. This Section shall not be construed as an independent source of authority for the Association [or CED] to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners on the basis provided for herein. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the date such portions become due until paid.

6. Lien for Assessments. All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder for Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including attorneys, fees, and costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at any foreclosure sale, and to purchase, hold, lease, mortgage or convey the subject Lot.

7. Personal Obligation of Owner. The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas, by abandonment of his Lot, or by waiving any services or amenities. In the event of any efforts to recover unpaid assessments hereunder, either with or without the commencement of legal action, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including attorneys' fees and all costs and expenses incurred in connection therewith.

8. Statement of Account. Upon payment of a reasonable fee established by the Association, and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Lot and the date such assessment becomes or became due; and (b) credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon the Association (including the CEDs) in favor of Owners who rely thereon in good faith.

9. Personal Liability of Purchaser. Subject to the provisions of Section 7, a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

10. Assessments Part of Common Expenses Fund; Establishment of Multiple Accounts. All funds received from Common Expense assessments under this Article shall be known as Common Expense Funds. Consistent with the provisions of Article H, section 4, paragraph (i), the association shall establish two separate bank accounts within which it will provide book entry accounting for each CED; one account shall be an operating account for Common Expense Funds and the other account shall be a reserve account or capital account for the deposit of replacement reserves or capital contributions. Each CED shall have exclusive authority to authorize the use of the funds allocated and related to it, provided, the accounts of the Association related to the Project as a whole shall be subject to control of the Association Trustees.

Article H GENERAL PROVISIONS

1. Term. This Amended and Restated Declaration, including the covenants, conditions, reservations and restrictions therein, shall continue and remain in full force and effect at all times as against the Owners and the persons in possession of each Lot regardless of the method by which title or possession of the Lot is obtained and shall run with and bind the Land for a term of twenty (20) years from September 1, 1995, and shall be automatically extended for successive ten (10) year terms thereafter unless amended or otherwise modified as provided herein.

Provided, further, that in the event the provisions herein are declared by a court of competent jurisdiction to be null and void because of the period of time stated herein, for which the provisions herein shall be effective, then in that event, such period of time shall be reduced to a time which shall not violate the rules against perpetuities under the law of the State of Utah.

2. Amendment. This Amended and Restated Declaration may be amended by an instrument approved by an affirmative vote of seventy-five percent (75%) of the Owners, provided the amendment is recorded.

3. Duty of Owner to Pay Taxes on Lot Owned. It is understood that each Lot (and its undivided interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the CEDs for all types of taxes and assessments authorized by law, and that as a result thereof, no taxes will be assessed or levied against the Association. Accordingly, each Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Lot.

4. Covenants to Run With Land: Compliance. The intent of this Amended and Restated Declaration is designed to commit the Land to an orderly living environment through commitment to a master plan. This Amended and Restated Declaration and all the provisions hereof shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all Owners, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Dwelling Unit shall comply with, and all interests in all Dwelling Units shall be subject to, the terms of this Amended and Restated Declaration, the By-Laws of the Association, the provisions of any rules and regulations adopted by the Association or the applicable CED, and all agreements, instruments, and determinations contemplated by this Amended and Restated Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of Owners, or, in a proper case, by an aggrieved Owner. By acquiring any interest in a Lot or in the Project, the party acquiring the interest consents to, and agrees to be bound by, each and every provision of this Amended and Restated Declaration.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure of 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 hereafter.

5. Joint and Several Enforcement. Each and every one of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be an independent separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations or servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and effect.

6. Invalidity. The invalidity of any provisions of this Amended and Restated Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Amended and Restated Declaration and, in the event a portion is invalidated, all of the other provisions of this Amended and Restated Declaration shall continue in full force and effect as if the invalid provision had never been included herein.

7. Information Regarding Transferee of Lot. Any Owner who sells, leases, or otherwise disposes of his Lot shall submit to the Association pertinent information concerning

the transferee or new occupant within one week of any transfer of title or possession on a form furnished by the Association.

8. Waiver. No provision contained in this Amended and Restated Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9. Gender. The use of the masculine gender in this Amended and Restated Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

10. Topical Headings. The headings appearing at the beginning of the paragraphs of this Amended and Restated Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning or intent of this Amended and Restated Declaration or any paragraph or provision hereof.

11. Effective Date. This Amended and Restated Declaration shall take effect upon September 1, 1995 or upon recordation in the office of the County Recorder of Salt Lake County, State of Utah, whichever is later but shall be effective as of September 1, 1995 as set forth herein.

Article I INDEMNIFICATION

1. Limitation. Neither the Association (Glenmoor Village Improvement Association, Inc.) nor any of its CEDs shall be liable for any failure of the water supply or other services to be obtained and paid for by the Association, hereunder, or for injury or damage to person or property caused by an act of God or by another Owner or person, whether on or off the Property, or resulting from electricity, water, rain, ice, dust, sand or mud which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association.

No diminution or abatement of common expense or assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Areas and Facilities or from any action taken to comply with any law, ordinance or orders of a governmental authority.

2. General Indemnification. Each member of the governance of the Association (including the Association Trustees) or any CED (specifically the Board of Directors) or committee shall be indemnified by the Owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any claim or proceeding to which he may be a party, or in which he may become involved, by reasons of being or having been a member of the governance or any committee of the Association or one of its CEDs or any settlement thereof, whether or not he is a member of the governance or any committee of the Association or one of its CEDs at the time the expenses are incurred, except in cases wherein the member of the governance or any committee of the

Association or one of its CEDs is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification shall apply only when the Trustees of the Association approve such settlement and reimbursement as being for the best interest of the Association.

3. Association Indemnification. The governance of the Association (specifically the Association Trustees) shall be indemnified by the CEDs and the Owners who are part thereof against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any claim or proceeding to which he may be a party, or in which he may become involved, by reasons of being or having been a member of the governance or any committee of the Association or any settlement thereof, whether or not he is a member of the governance or any committee of the Association at the time the expenses are incurred, provided that in the event of a settlement the indemnification shall apply only when the Trustees of the Association approve such settlement and reimbursement as being for the best interest of the Association.

Article J ARCHITECTURAL CONTROL

1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Land, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color uniformity and location in relation to surrounding structures and topography by the Trustees of the Association, or by an architectural committee composed of three (3) or more representatives (which may but need not be Owners within the same CED) appointed by the Trustees and a permit issued by the committee. Refusal of approval of plans and specifications by the committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the committee shall seem sufficient. In the event the Trustees or its designated 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 compliance with this Article will be deemed to have been fully satisfied. A Owner may appeal an adverse decision of an appointed committee to the Trustees of the Association.

Article K PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling Units upon the Land and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it to its original color, shape, height and condition, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

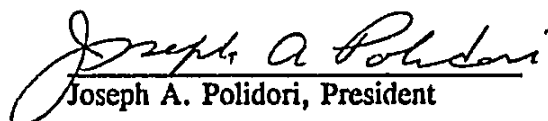
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title, including the successors and assigns of Declarant.

6. Arbitration. In the event of any dispute arising concerning a party wall or the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of the three arbitrators shall be the final binding decision.

EXECUTED on this 31ST day of July, 1995.

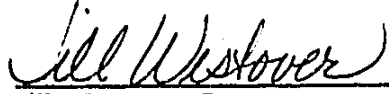
Glenmoor Village Improvement Association, Inc.


Joseph A. Polidori, President

Declaration of Secretary

I, Jill Westover, the duly elected, qualified and acting Secretary of Glenmoor Village Improvement Association, Inc., duly declare that the Amended and Restated Declaration of Covenants, Conditions and Restrictions were duly adopted by a vote of at least eighty percent (80%) of the Owners and Members of the Glenmoor Village Improvement Association, Inc., as required by the Amendment Section of the Declaration and pursuant to the Amendment Section of the First Amended Declaration and that Joseph A. Polidori, as President, was

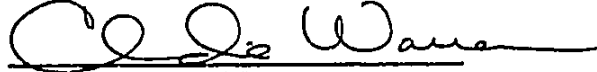
authorized to sign the Amended and Restated Declaration of Covenants, Conditions and Restrictions to be effective as of September 1, 1995.



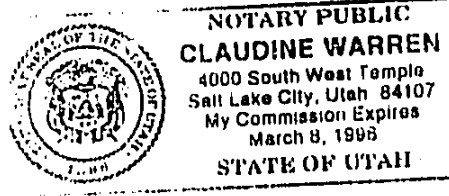
Jill Westover, Secretary

STATE OF UTAH
COUNTY OF SALT LAKE

On the 31ST day of July, 1995, personally appeared before me Joseph A. Polidori and Jill Westover who being by me duly sworn did say, each for himself and herself, that he, the said Joseph A. Polidori is the President, and she, the said Jill Westover is the Secretary of Glenmoor Village Improvement Association, Inc., and that the within and foregoing instrument was signed on behalf of said Corporation by authority of a resolution of its Board of Directors and said Joseph A. Polidori and Jill Westover each duly acknowledged to me that the Corporation executed the same.



NOTARY PUBLIC



08/04/95 2:52 PM 6135287 164.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
GLENMOOR VILLAGE IMPROVEMENT
ASSOCIATION 925 E 900 S
SLC, UT 84105
REC BY: B GRAY DEPUTY - WI

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