

SPRING RIDGE ESTATES SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

July 17, 2007

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE SPRING RIDGE ESTATES SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by EE L.L.C., and Burris Enterprises, Inc., as the owners of all of the real property hereinafter described and collectively referred to as the "DECLARANT":

P R E A M B L E

DECLARANT is the owner of real property in the County of Cache, State of Utah, hereinafter referred to as "the Property," which is more particularly described in Exhibit A hereto, which is incorporated herein by this reference, as follows:

Phase 1:	See Exhibit A-1
Subsequent Phases:	See Exhibit A-2

The Property described above is a land area which is being developed into an exclusive, private residential area. This Property is the subject of this DECLARATION and will be known and referred to hereinafter as SPRING RIDGE ESTATES.

It is the purpose of this DECLARATION to provide a means for maintaining, controlling and preserving the area as a residential community with the amenities desirable for residential living. It is desired that the purchaser of a Lot in SPRING RIDGE ESTATES will be motivated to preserve these qualities through cooperation and by enforcing this DECLARATION. It is to preserve the beauty and privacy of SPRING RIDGE ESTATES for all present and future owners that this DECLARATION is made, and the intention of the undersigned is that the covenants, conditions and restrictions contained herein shall be understood and construed to achieve that objective.

DECLARANT will convey Lots 1 through 39, to all subsequent purchasers, subject to the protective covenants, conditions, restrictions, reservation, liens and charges as hereinafter set forth herein and as shown on the Official Plat.

Ent 949494 Bk 1473 Pg 765

DECLARANT declares that all of the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth herein, all of which are for the purpose of enhancing the value, desirability and attractiveness for the benefit of all of the Property and the Owners thereof, their heirs, successors, grantees and assigns.

These easements, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest therein.

This DECLARATION is intended to establish a plan for the individual ownership of Lots in SPRING RIDGE ESTATES and for the ownership of other real property and Improvements by a homeowners association comprised of all Owners of Lots 1 through 39.

These restrictions establish and impose a general plan for the improvement, development and maintenance of the Property and upon any and all improvements constructed or to be constructed thereon, and upon its use, occupancy and enjoyment. Every conveyance of the Property or any portion thereof shall be and is subject to these easements, covenants, conditions and restrictions as follows:

ARTICLE I

Ent 949494 Bk 1473 Pg 766

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article shall, for all purposes of this DECLARATION, have the meanings herein specified.

SECTION 1.1 ARCHITECTURAL REVIEW COMMITTEE

The term "Architectural Review Committee" or "ARC" shall mean the three member committee responsible for review of the home plans and site plan for all buildings built in SPRING RIDGE ESTATES.

SECTION 1.2 ARTICLES

The term "Articles" shall mean the Articles of Incorporation of SPRING RIDGE ESTATES HOME OWNERS ASSOCIATION which are or shall be filed with the Utah Division of Corporations, which said Articles are incorporated herein by this reference, as said Articles may

from time to time be amended.

SECTION 1.3 ASSOCIATION

The term "Association" shall mean SPRING RIDGE ESTATES HOME OWNERS ASSOCIATION, a Utah nonprofit corporation, including its successors and assigns.

SECTION 1.4 BOARD

The term "Board" shall mean the Board of Directors of the Association.

SECTION 1.5 BYLAWS

The term "Bylaws" shall mean the Bylaws of the Association which are or shall be adopted by the Board and which are on file at the office of the Association and which are incorporated herein by this reference, as such Bylaws may from time to time be amended.

SECTION 1.6 CULINARY WATER SYSTEM

"Culinary Water System" shall mean the private water system that delivers culinary water service to the Lots, and which is owned and operated by the Willow Creek Water Company, with the Lot Owners as shareholders thereof.

SECTION 1.7 DECLARATION

The term "DECLARATION" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as same may from time to time be amended.

SECTION 1.8 FAMILY

The term "Family" shall mean one or more persons each related to the other by blood, marriage or legal adoptions, or a group of not more than three persons not all so related together with no more than domestic servants, all comprising and maintaining a common household in a single Residence.

SECTION 1.9 IMPROVEMENTS

The term "Improvements" shall include buildings, out-buildings, roads, driveways, parking area, fences, screening walls, stairs, decks, hedges, windbreaks, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

SECTION 1.10 LOT

The term "Lot" shall mean each parcel of real property designated for residential use on the SPRING RIDGE ESTATES SUBDIVISION PLAT pertaining to the Property which is the subject of this DECLARATION.

SECTION 1.11 MEMBER

The term "Member" shall mean and refer to every person or entity that holds membership in the Association.

SECTION 1.12 OWNER

The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot and without any limitation of the foregoing.

- a. Owner shall include the purchaser or buyer of a Lot under an executory contract for the sale of real property; and
- b. For the purpose of Article III hereof, unless the context requires otherwise, Owner shall include the Family, invitees, licensees and lessees of any Owner together with any other person or persons holding any possessory interest granted by such Owner in any Lot.

The foregoing definition of Owner is not intended to include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

SECTION 1.13 RESIDENCE

The term "Residence" shall mean a building or buildings, including any garage, carport or similar outbuilding used for residential purposes.

SECTION 1.14 SPRING RIDGE ESTATES

The term "SPRING RIDGE ESTATES" shall mean all of the real property and improvements referred to in Section 2.1 together with such other real property as may from time to time be added thereto or covered thereby.

SECTION 1.15 SPRING RIDGE ESTATES RESTRICTIONS

The term "SPRING RIDGE ESTATES Restrictions" or "Restrictions" shall mean the covenants, conditions, and restrictions set forth in this DECLARATION.

SECTION 1.16 SPRING RIDGE ESTATES RULES

The term "SPRING RIDGE ESTATES Rules" or "Rules" shall mean the rules adopted by the Board, as well as the Bylaws of the Association, as they may be in effect from time to time.

ARTICLE II

PROPERTY SUBJECT TO THE SPRING RIDGE ESTATES RESTRICTIONS

SECTION 2.1 GENERAL DECLARATION CREATING SPRING RIDGE ESTATES

The undersigned Declarant hereby declares that all of the Property located in the County of Cache, State of Utah, described above in the Preamble, which is hereby incorporated herein by this reference, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the SPRING RIDGE ESTATES Restrictions. All of said Restrictions are declared and agreed to be in furtherance of a general plan for the purpose of enhancing and perfecting the value, desirability and attractiveness of said Property and every part thereof. All of the covenants, conditions and restrictions as set forth in this DECLARATION, shall run with all of said Property for the purposes and shall be binding upon and inure to the benefit of the undersigned, the Association, all Lots and all Owners and their assigns, transferees and successors in interest.

ARTICLE III

LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS

SECTION 3.1 LAND USE CLASSIFICATIONS

Land within SPRING RIDGE ESTATES is divided into the following use definitions:

- a. Residential Area "NA" - Non Animal Lots (see 3.2 (e)):

Lots 2 and 33

- b. Residential Area "A" - Animal Lots (see 3.2 (e)):
Lots 1, 3 through 32, and 34 through 39

SECTION 3.2 RESIDENTIAL AREA, PERMITTED USES AND RESTRICTIONS

The residential area shall consist of Lots 1 through 39. Lots within such area shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions;

- a. **RESIDENTIAL USE.** Each Lot within the SPRING RIDGE ESTATES shall be used exclusively for the purpose of a single Family Residence. A single Family Residence, together with a private garage, shall be erected on such Lot. Only one main house structure shall be allowed on any Lot, although other ancillary structures such as a storage building, barn, or other type buildings are allowed as long as they do not over crowd any given Lot. The use of all Lots and all buildings and Improvements which may be constructed thereon shall be restricted to residential and related family-agricultural users. No commercial, industrial, retail, hotel or other business uses with the exception of a personal home office shall be allowed. Nothing herein shall be deemed to prevent the leasing of an entire Lot and all the Improvements thereon to a single Family, and not otherwise, from time to time by the Owner thereof subject to all of the provisions of this DECLARATION and the SPRING RIDGE ESTATES Rules.

No structures of any kind shall be located closer than forty feet (40') from any property line nor closer than twenty feet (20') from any right of way or access easement. Utilities and service connections in or across the Property and within the individual Lots shall be installed underground, including but not limited to any additional electrical and telephone services, any additional water, sewer, natural gas, and cable television lines, and any other services or utilities of each and every kind.

No Lot shall be used for the purpose of mining, boring, drilling or the exploration for or extraction of oil, gas, water, minerals, rocks,

stone, gravel or earth other than as may be reasonably incidental to the construction of authorized structures, access ways, drives or other authorized improvements. No sand, gravel, soil or surface material shall be removed from any Lot or portion thereof which would result in change of topography, elevation or appearance of the land other than for the preparation of a building site, a stream bed or a decorative pond. Any areas which are cleared or stripped of vegetation in the process of construction of Improvements on a Lot shall be completely replanted or restored by the Owner within one and a half years from the completion of the Improvements and shall thereafter be kept in cultivation.

No Owner shall alter or interfere with the natural or existing course of any stream bed or irrigation ditch which may traverse a Lot or carry water to other Owners downstream whether within the Property or beyond, nor alter the course or direction of any existing surface drainage or runoff patterns which results or may result in the diversion of storm water onto the property of another without written permission from such other party having been first obtained.

- b. **MAINTENANCE AND REPAIR OF BUILDINGS.** No building, Residence, Improvement or structure upon any Lot shall be permitted to fall into disrepair and each such building or structure shall at all times be kept in good condition and adequately painted or otherwise finished. Owners shall maintain in good repair the exterior surfaces, including but not limited to, walls, roofs, porches, patios, and appurtenances. Nothing shall be done in or to any such building which will impair the structural integrity of any building except in connection with ARC approved alterations or repairs. Garages must be kept in a neat and tidy manner at all times, the determination of which shall be solely vested in the Board.
- c. **MAINTENANCE OF LAWNS AND PLANTINGS.** Each Owner shall at all times keep all shrubs, trees, grass and plantings of every kind on Owner's Lot (including any set back and/or easement areas) neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the

event an Owner shall fail to maintain the Lot in a clean, neat manner for ten (10) days after receipt of written notice from the Board to do so, the Board may cause such Owner's Lot to be cared for and brought to a neat and clean condition. The cost incurred by the Association shall constitute a special individual assessment against the Owner and Owner's Lot as hereinafter provided in Section 6.4.

- d. **ARCHITECTURAL CONTROL.** No Improvements shall be erected, installed, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the Improvements with a Lot drainage plan have been approved by the ARC as to quality of material, workmanship and harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No structure shall be built on any Lot unless it meets with the approval of the ARC, or if the ARC is not then in existence, then it shall conform to and be in harmony with the existing structures in SPRING RIDGE ESTATES. The approval or disapproval of the ARC as required in these covenants shall be in writing. In the event the ARC, or designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereto, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The members of the ARC will be appointed by the Board. A majority of the members of the ARC may designate a representative to act for it. In the event of death or resignation of a member of the ARC, the Board will promptly appoint a new member of the ARC. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed as members of the ARC. The ARC is to be aided by a set of guidelines and checklists to assist in the review and approval of all building plans for SPRING RIDGE ESTATES. Such guidelines and checklists will include driveway placement and design, solar access for each Lot, drainage plan for each Lot, structural components of the home, and aesthetic

impact of the home in SPRING RIDGE ESTATES. Specific requirements to be included in the guidelines and checklists include the following:

1. The exterior finish of the front elevation of each Residence may consist only of masonry (rock, brick and/or synthetic stucco), Hardiplank, hardy board, cement siding, cedar or redwood lap siding, and/or steel siding. The exterior finish of the side and rear elevations of each Residence may consist of the same materials that are permitted on the front elevation. In addition, vinyl siding may be used if approved in advance by the ARC.
2. Roof materials shall be shale, quality asphalt shingles, tile, approved painted steel, and/or other material approved by the ARC. Roof pitches on all homes shall be 6/12 or greater.
3. All fencing must be approved by the ARC.
4. No primary Residence structure shall be permitted in SPRING RIDGE ESTATES having a ground floor area on the main structure, exclusive of one-story open porches and garages, of less than 1800 square feet for a one-story Residence or of less than 1500 square feet on the first floor of a multi-story Residence. It is further required that each Residence have a minimum of a two car garage having an interior width of not less than (24) feet attached to the home. Said garage may only be used for the storage of automobiles or other personal property and may not be converted to living area unless a new garage is built at the same time of garage conversion and is approved by both the ARC and applicable governmental agencies.
5. Geodesic Domes, homes manufactured off-site, A-frames, flat tops, and other unconventional, modernistic, or experimental styled homes are not allowed. Bright colors such as pink, purple, orange, or other bright pastel colors are also not allowed.
6. Residences and other ARC approved structures

are limited to forty-five feet (45') in height above the normal grade of the Lot.

7. Propane tanks, gasoline tanks, or other bottled gas tanks shall be buried or otherwise shielded from public view and shall be enclosed inside a proper structure designed for such purpose or by use of appropriate fencing, screening, shrubbery, or trees.
 8. Construction shall comply with all applicable federal and state laws as well as applicable regulations and ordinances of Cache County, Utah.
 9. All sewage treatment systems shall be constructed in accordance with the requirements of and permits issued by Bear River Health Department and the State of Utah.
- e. **ANIMALS.** Lots are divided into two categories, Non Animal Lots, and Animal Lots.

1. **Non Animal Lots.** Except as provided below, no animals or fowl, poultry or livestock shall be maintained or permitted on any Non Animal Lot. Notwithstanding the foregoing, an Owner may be permitted to have a reasonable number of generally recognized domestic household pets on a Non Animal Lot, but only if such animals are kept, bred or raised thereon solely as household pets and not for commercial purposes. No such permitted animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance.

Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this subsection a particular animal or fowl shall be considered to be a domestic household pet, nuisance, or whether the number of animals or fowl on any Lot is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

Any structure for the care, housing or confinement of any such permitted animal or fowl shall generally be attached to the main dwelling unit; however, any such construction, prior to taking place, must be approved by the Board.

2. **Animal Lots.** In addition to generally recognized household pets as permitted in the preceding subsection, the following animals will be allowed on Animal Lots with reasonable limits and conditions as determined from time to time by the Board:

Horses
Cattle
Sheep
Goats
Lamas
Alpacas

The number of the animals on each Lot is limited to three (3) animals over the age of two years, plus any of their offspring under the age of two years. Adequate fencing approved by ARC will be required on all Animal Lots.

- f. **ANTENNAS, SATELLITE DISHES, WIND TURBINES, AND SOLAR PANELS.** No solar panel or collector, antenna, or satellite dish for transmission or reception of television or radio (including short-wave) signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors whether attached to a building or structure or otherwise, unless approved by the ARC. Satellite dishes made a part of the home structure and measuring 40" (inches) or less in diameter are excluded from this restriction. Windmills and wind turbines are not permitted.
- g. **UTILITY SERVICE.** Lines, wires, or other devices installed on a Lot for the communication or transmission of electric current or power, including telephone, television and radio signals shall be approved by the Board. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of an approved building.

- h. **TEMPORARY OCCUPANCY.** No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary or incomplete building or structure shall be lived in or occupied in any manner.
- i. **TRAILERS, BOATS AND MOTOR VEHICLES.** No mobile home, trailer of any kind, truck camper, truck with a gross vehicle weight ("GVW") of over 10,000 pounds, boat, snowmobile, recreational vehicle, motorcycle, go-cart, dune buggy, boat, or any unusable vehicle shall be kept, stored, placed, maintained, constructed, re-constructed or repaired, upon any Lot or street within SPRING RIDGE ESTATES for more than two (2) consecutive days unless such item is kept, stored, placed, maintained, constructed, reconstructed or repaired inside a garage or other such enclosed structure.
- j. **NUISANCES.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom, so as to render any Lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other devices used exclusively for security purposes, shall be located, used or placed on any Lot. The Board in its sole discretion shall have the right to determine the existence of any such nuisances.
- k. **TRASH CONTAINERS AND COLLECTION.** All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection. The Board shall have the right, in its sole discretion, to require all Owners to use a particular means of storing trash, pending collection by a trash service. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or used on

any Lot.

- l. **CLOTHES DRYING FACILITIES.** Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from neighboring property.
- m. **ROAD ENCROACHMENTS.** No tree, shrub, planting, building or improvement of any kind shall be allowed to overhang or otherwise encroach upon any road from ground level to a height of eight (8) feet without the prior approval of the Board.
- n. **MACHINERY AND EQUIPMENT.** With the exception of machinery, equipment and structures needed by the water company, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the residential area except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a private residence in SPRING RIDGE ESTATES. No elevated tanks or large containers of any kind shall be erected, placed or permitted upon any Lot, except for use in connection with any residence thereon, and except as same shall have first been approved by the Board. All such approved tanks or containers shall be buried or kept screened by adequate planting or fence work, and shall not be visible from neighboring property. In no event may any petroleum products or other hazardous materials other than propane or butane be stored in any underground storage tanks on a Lot.
- o. **CONSTRUCTION.** With ARC approval, it shall be permissible for the builder of homes in SPRING RIDGE ESTATES to maintain during the period of construction and sale of said homes a business office, storage area, construction yard, signs, model units and/or sales office.
- p. **DISEASE AND INSECTS.** No Owner shall permit any thing or condition to exist upon Owner's Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.
- q. **RESTRICTION ON FURTHER SUBDIVISION.** No Lot in the Residential Area shall be further subdivided or

separated into small lots, nor shall any less than all of such Lots as originally platted be conveyed or transferred or any easement or other interest given therein, except for public utilities, without the prior written approval of the Declarant. If Declarant ceases to own any Lots in SPRING RIDGE ESTATES, then such approval must be obtained from the Board.

- r. **SIGNS.** No signs whatsoever (including but without limitation, commercial, political, "For Sale", "For Lease", "Open House", "For Rent", and similar signs) which are visible from neighboring property shall be erected or maintained on any Lot within the Residential area except:
1. Such signs as may be required by legal proceedings;
 2. Not more than two (2) Residential identification signs of a combined total face area of seventy two (72) square inches or less for each Lot;
 3. During the time of construction of any residence or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet; and
 4. Such signs the nature, number, and location of which have been approved in advance by the Declarant, or, if Declarant no longer owns any Lots in SPRING RIDGE ESTATES, then the Board.
- s. **DECLARANT'S EXEMPTION.** Nothing contained in this DECLARATION shall be construed to prevent the erection or maintenance by the Declarant or its duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of Lots in SPRING RIDGE ESTATES.
- t. **ON-SITE GRADING.** Each builder/homeowner will design on-site lot grading to facilitate protection of his home from run-off. Lot grading should be completed in accordance with or similar to those designs provided by HUD-FHA in their

manual (4140.1) which includes provisions for any run-off waters to drain along each side Lot line and along all Lot lines. Lot grading is to include sloping the yard away from the home in all directions eliminating the possibility of run-off waters running to the house foundation. (See Attached Detail).

- u. **MAILBOX LOCATION.** Mailbox location shall be as determined by the United States Postal Service and DECLARANT. DECLARANT may choose to use a neighborhood box system and may choose not to allow individual mailboxes throughout SPRING RIDGE ESTATES.
- v. **UTILITIES.** All Lots shall be served by underground utility, electrical and other and no above ground distribution lines shall be installed. Overhead wires shall not be allowed and are expressly prohibited.
- w. **LANDSCAPE & FENCES.** All yards shall be landscaped in a professional like manner and appearance. Landscaping shall be installed no later than the beginning of the second growing season after the completion of home construction. The location, size, style and material of any fence shall be approved by the ARC. Wire netting, chicken wire, barbed wire and chain link fences are not allowed. Fences will maintained in an attractive manner.

ARTICLE IV

PRIVATE CULINARY WATER SYSTEM

Section 4.1 Water Shares

- a. Each Lot sold by DECLARANT shall have one Class B "Home Owner" share of stock in Willow Creek Water Company which represents sufficient water for the indoor domestic use for one residential unit for a period of use from January 1st to December 31st of each calendar year and one or more Class C "Irrigation" shares of stock in Willow Creek Water Company which represents sufficient water for the irrigation of one-quarter acre of lawns, gardens and other landscaping during the irrigation season, generally from April 1st and ending October 31st of each calendar year. One or

more Class D "Stockwatering" shares of stock in Willow Creek Water Company sufficient for the watering of three head of livestock shall be conveyed with each Animal Lot. Additional acreage may be irrigated and/or additional livestock may be watered if the required Class C and/or D shares are acquired.

- b. The Class B share and one Class C share of stock in Willow Creek Water Company shall be appurtenant to the Lot. Such appurtenant shares shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to the Owner's Lot and then only to the transferee of ownership of such Lot, or by interstate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process as now in effect or as may hereafter be established. Any attempt to make a prohibited transfer of such shares is void and shall not be recognized by the Association or the water company.
- c. The use of Class B "Home Owner" shares, Class C "Irrigation" shares, and Class D "Stockwatering" shares are subject to the terms and conditions set forth by the Association and the water company.
- d. The initial connection fees and regular water use fees shall be as set forth in the bylaws and fee schedules adopted by Willow Creek Water Company.
- e. Lot Owners may not drill wells of any type on their Lots.

Section 4.2 Water System Easements

- a. Each Lot will have a twenty foot (20') water system easement in favor of the homeowners association and Willow Creek Water Company for the private culinary water system and related fire hydrants as necessary.
- b. The Association and the water company will be responsible for maintenance, improvements, and other items necessary to keep the system viable for the delivery of water to each Lot and each Lot Owner is responsible for the service lateral from the water company's line to the Residence.

Section 4.3 Water Source Protection Regulations

- a. No resident shall store or dispose of any pesticides, herbicides, or fertilizer in excess of that, that is necessary to maintain a garden or lawn. In no case shall any of these substances be disposed of in the sewer system. Pesticides should be used sparingly and only when deemed necessary. Dispose of unused pesticides at an approved hazardous waste disposal site.

- a. Samples of household wastes:
 - 1. Batteries
 - 2. Cleaners
 - 3. Fluorescent light bulbs
 - 4. Glues
 - 5. Heated Oil
 - 6. Insecticides and pesticides
 - 7. Ink
 - 8. Medicines
 - 9. Motor oil and automotive supplies
 - 10. Paints, thinners, stains and varnishes
 - 11. Swimming pool chemicals
 - 12. Smoke detectors
 - 13. Thermometers

- b. No resident shall dispose of any hazardous waste in the septic tank. The use of household chemicals should be minimized. Items such as cigarette butts, sanitary napkins, tampons, condoms, diapers, paper towels, egg shells, and coffee grounds, should be disposed of in the proper disposal waste manner. Do not pour oil or grease down the sink. Trees should not be planted close to the system where roots can enter and clog it.

- c. Each resident shall be responsible for the cleaning and upkeep of the septic sewer system on their property. Tanks and drain fields shall be located on the property so as to minimize spillage on to others property. In the event of clogging or breakage, all repairs shall be performed as soon as possible. The area of any spillage decontaminated with disinfectant and

any earth returned to its original state.

- d. The location of the septic systems and drain fields on Lots 2, 3, 18, 24, 25, 26, and 33 shall be approved by the ARC for protection of the springs and streams in the area.

ARTICLE V

SPRING RIDGE ESTATES HOMEOWNERS ASSOCIATION

SECTION 5.1 ORGANIZATION

- a. **THE ASSOCIATION.** The Association is a Utah nonprofit corporation charged with the duties and invested with the power set forth herein. Its creation and operation are governed by the Articles and Bylaws which shall not for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this DECLARATION.
- b. **SUCCESSOR ASSOCIATION.** In the event that the Association, as a corporate entity, is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all the rights and duties of the association hereunder. The affairs of said unincorporated association shall be governed by the laws of the State of Utah and, to the extent not inconsistent therewith, by the Articles and Bylaws as if they were created for the purpose of governing the affairs of an unincorporated association.
- c. **BOARD OF DIRECTORS AND OFFICERS.** The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and the Bylaws of the Association, as same may be amended from time to time.

SECTION 5.2 MEMBERSHIP

- a. **OWNER MEMBERS.** Membership in the Association, except for membership of the DECLARANT, or any of its successors or assigns thereto, shall be limited to Owners of Lots in SPRING RIDGE ESTATES. Each Owner shall be entitled to one membership

unit in the Association, for Owner and Owner's Family residing in the Residence. Ownership of a Lot shall be the sole qualification and criteria for membership. The foregoing is intended to preclude persons or entities that hold an interest merely as security for the performance of an obligation from being members of the Association.

Each Owner, by virtue of being the Owner of a Lot and for so long as he is a Lot Owner, shall be a member of the Association, or, in the event of its dissolution, a member of the unincorporated association succeeding to the Association, as provided for in Subsection 5.1.(b). The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to the Owner's Lot and then only to the transferee of ownership of such Lot, or by interstate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process as now in effect or as may hereafter be established. Any attempt to make a prohibited transfer is void and shall not be recognized by the Association. In the event an Owner of any Lot should fail or refuse to transfer his membership to the new Owner of that Lot, the Association may unilaterally make the transfer upon the books of the Association and issue a new membership to the new Owner and the old membership outstanding in the name of the prior Owner shall be null and void as though the same had been surrendered.

- b. **MEMBER'S RIGHTS AND DUTIES.** The rights, duties, privileges and obligations of an Owner as a member of the Association or its succeeding unincorporated association, shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this DECLARATION and the Articles, Bylaws, and Rules of the Association.
- c. **RIGHTS UPON DISSOLUTION.** In the event of the dissolution of the Association and the formation of an unincorporated association, as provided for in Subsection 5.1(b), each member of the unincorporated association shall have an underlying beneficial interest in all of the Association's property transferred to or for the

account or benefit of the unincorporated association, such interest being in direct proportion to the number of Lots owned by such member; provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

SECTION 5.3 VOTING RIGHTS

- a. **VOTING CLASS AND RIGHTS.** There shall be only one voting class in the Association, with one vote for each membership unit, i.e., one vote for each Lot, regardless of the number of persons or entities having an interest that Lot. The vote for each Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted as said votes shall be deemed void. If any Owner or Owners cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that that Owner or group of Owners were acting with the authority and consent of any other Owners of the same Lot.
- b. **TRANSFER OF VOTING RIGHT.** The right to vote may not be severed or separated from the Lot ownership to which it is appurtenant, and any sale, transfer or conveyance of such Lot to a new owner or owners shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

SECTION 5.4 DUTIES OF THE ASSOCIATION

The Association shall have the duty, subject to and in accordance with this DECLARATION, to do and perform the following for the benefit of the Owners and for the maintenance and improvement of SPRING RIDGE ESTATES.

- a. **TITLE TO PROPERTY UPON DISSOLUTION.** Immediately prior to any dissolution of the Association as a corporate entity, to convey all property in it to any independent corporate trustee, to hold such

property in trust for the benefit of the unincorporated association formed pursuant to the terms thereof and the Articles and Bylaws.

- b. **PAYMENT OF TAXES AND FEES.** To pay all taxes and assessments levied upon any of the real or personal property of the Association, and all costs for fees, licenses and other permits necessary for the operation of the Association to the extent not assessed to the Owners. Any such taxes and assessments may be contested or comprised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.
- c. **INSURANCE.** To obtain and maintain in force such policies of insurance as may be deemed necessary by the Board. The insurance referred to above, where applicable, shall name as separately protected insured's, the Association, the Board, any committees appointed by the Board, all officers of the Association, and their representatives, agents, members and employees, and the Owners (as a class) with respect to any liability arising out of the activities of the Association and the maintenance and use of any property of the Association under the jurisdiction of the Association.
- d. **RULE MAKING.** To make, establish, promulgate, amend and repeal SPRING RIDGE ESTATES Rules as provided in Section 4.6.
- e. **ENFORCEMENT OF RESTRICTIONS AND RULES.** To make such action as may be reasonably necessary to enforce the covenants, conditions and restrictions of this DECLARATION and the SPRING RIDGE ESTATES Rules.
- f. **NOTIFICATION.** To notify any Owner of any violation or breach of any of the matters contained in this DECLARATION, or the SPRING RIDGE ESTATES Rules.
- g. **OTHER.** To do and carry out the duties of the Association set forth in other sections of this DECLARATION, the Articles and the Bylaws, and such other duties as may reasonably be inferred from this DECLARATION, the Articles and the Bylaws.

SECTION 5.5 POWERS AND AUTHORITY OF THE ASSOCIATION

The Association shall have all of the powers of a nonprofit corporation organized under the laws of the State of Utah in operating for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this DECLARATION. It shall have the power to do any of all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this DECLARATION, including all things which may be reasonably inferred therefrom, and to do and perform any and all acts which may be necessary or proper or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the following power and authority at any time:

- a. **ENFORCEMENT.** The Association shall have the power and authority, from time to time, in its own name and on its own behalf, or on the behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to prevent and enjoin any breach or threatened breach of this DECLARATION and to enforce, by mandatory injunction or otherwise, all of the provisions of this DECLARATION. When in the discretion of the Board it is determined that an Owner or other person has failed, refused or neglected to comply with any provision contained herein, the Board or any officer of the Association or other authorized person shall give such Owner ten (10) days notice in writing of the failure to comply with said provision, setting forth the nature of the failure to comply and the change required. If upon the expiration of said ten (10) days from the date of such notification, the Owner fails to remedy such non-compliance and in such event the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand, including, as such expenses, and without limitation costs, investigation and collection fees. If such expenses are not promptly paid by the Owner to the Association, the Association acting through the Board shall levy for reimbursement a special individual assessment against such Owner. The Association acting through the Board shall levy for reimbursement a special individual assessment against such Owner

pursuant to Section 6.4 hereof. If any such special individual assessment remains unpaid for a period of thirty (30) days, then the Association is hereby authorized to record a lien against the applicable Lot in the amount of the special individual assessment.

- b. **EMPLOYMENT OF AGENTS.** The Association may employ the services of a secretary, manager, architect, engineer, consultant, other employee or employees, and attorneys and accountants, to manage and carry out the affairs of the Association and to the extent not inconsistent with the laws of the State of Utah and upon such conditions as otherwise declared advisable by the Board, to delegate to any of said persons any of its rights, powers and duties.
- c. **PUBLIC SERVICE.** The Association may contract for or provide (to the extent adequate services are not provided by a public authority) police and fire protection, refuse disposal, street light maintenance, security patrol and such other services, facilities and maintenance of a public or quasi-public nature as may be deemed necessary or desirable by the Board for the effectuation of the purpose of this DECLARATION. In connection with providing such facilities and services, the Association may contract with or assign its duties to any public authority, governmental body or special district, or other private entity deemed appropriate by the Board.
- d. **WITHDRAWAL OF RIGHTS AND PRIVILEGES OF OWNERS.** In the event an Owner fails to perform or breaches or violates any provision, restriction, or requirement contained in this DECLARATION or any other provision incorporated herein by reference, the Board may, without in any way limiting any of its other rights and in its sole discretion, withdraw from the Owner any of the rights and privileges of the Owner, or take any other action deemed appropriate by the Board including, but not limited to, the following:
 - 1. Exclude said Owner from any rights or benefits from any security or emergency service or other service then operating pursuant to any contract with the Association.

2. Deprive said Owner of all voting rights and privileges, and exclude said Owner from all meetings of the Association.
 3. Identify said Owner as delinquent and as not in good standing in SPRING RIDGE ESTATES.
- e. **USE OF FUNDS.** The Association may borrow money and lend or invest its funds upon such terms and conditions as shall be determined by the Board in accordance with the intent and purpose of this DECLARATION.
 - f. **PROPERTY.** The Association may own and hold title to real and personal property.
 - g. **ADDITIONAL TERRITORY.** The Association may accept and include within SPRING RIDGE ESTATES and the operation of the Association, by deed, contract, or otherwise, additional residential or common area as and when approved by the Board, subject to ratification by a majority vote of the votes entitled to be cast by the Owners present at any regular meeting of the Owners of the Association or any special meeting called therefore, upon such terms and conditions as the Board may determine, including, by way of example and not by way of limitation, the roads and roadways presently located adjacent to Lots in SPRING RIDGE ESTATES and other properties adjoining SPRING RIDGE ESTATES and its entry way.
 - h. **COMMITTEES.** The Board may, in its sole discretion, establish whatever committees it deems necessary, either temporary or permanent, to carry out the intent and purposes of this DECLARATION, the Articles and the Bylaws. Any committee member may be a member of the Board, an Owner, or such other person as the Board may appoint, for whatever term or terms the Board deems appropriate. To the extent not inconsistent with the laws of the State of Utah, and upon such conditions as are otherwise deemed advisable by the Board, the Board may delegate to any such Committee or Committees any of its rights, powers and duties.
 - i. **VARIANCES.** The Association may grant to any Owner a right of variance or modification of and from

any of the provisions of this DECLARATION, the Articles or Bylaws, upon the unanimous approval of the Board, whenever it is determined by the Board that same would be in the best interest of the Association.

- j. **ESTOPPEL CERTIFICATE.** Upon such terms and conditions as the Board may determine, the Association may issue an Estoppel Certificate binding the Association to the position or determination stated therein, and anyone interested therein shall be entitled to rely on the matters stated therein. Said Certificate to be valid and binding on the Association shall be executed by at least one member of the Board, or the President of the Association, or such other person or persons as the Board in its discretion may determine and designate.
- k. **APPEAL.** Any Owner aggrieved by any action taken by the Board or any Committee shall have a right of appeal to the Association to consider the same, the Association having the final right to approve, rescind or modify any action taken by the Board or by any Committee, by a majority vote of the votes entitled to be cast by the Owners present at any regular meeting or special meeting called therefore. Votes shall include both Class A and Class B votes as defined in Section 5.3. Any aggrieved Owner desiring a special meeting of the Association to consider same may call for same in the manner set forth in the Bylaws of the Association.
- l. **EQUAL TREATMENT OF OWNERS.** No action shall at any time be taken by the Association or its Board which in any manner would unreasonably discriminate against any Owner or Owners in favor of any other Owner or Owners.

SECTION 5.6 SPRING RIDGE ESTATES RULES

- a. **RULEMAKING POWER.** The Association may from time to time and subject to the provisions of this DECLARATION, adopt, declare, amend, modify and repeal Rules and Regulations to be known as the "SPRING RIDGE ESTATES RULES", by a majority vote of the members of the Board. Said SPRING RIDGE ESTATES Rules may relate to any matter or thing

involving the Association, the Board, any Committee, any Residential Area or any property owned or controlled by the Association, the Articles, Bylaws and this DECLARATION. Said SPRING RIDGE ESTATES Rules shall become effective when passed upon by the Board and notice thereof is given to the Owners in accordance with Section 7.4 of this DECLARATION.

- b. **RECORDATION OF RULES.** A copy of the SPRING RIDGE ESTATES Rules, as they may from time to time be adopted, amended or appealed, may be recorded and shall be on file and available for inspection by any Owner.

SECTION 5.7 LIABILITY OF MEMBERS OF THE BOARD, THE COMMITTEE AND OFFICERS

No member of the Board of any Committee or any officer of the Association shall be personally liable to any Owner or to any other person, including the Association, for negligence or for any error or omission of the Board, the Association, its representatives and employees or any Committee, except for the willful and intentional misconduct of any such person.

ARTICLE VI

FUNDS AND ASSESSMENTS

SECTION 6.1 DECLARATION OF ASSESSMENT AND AGREEMENT OF PAYMENT

The DECLARANT, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by the acceptance of a deed therefore or acceptance of an agreement to purchase, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the assessments made as hereafter provided in Section 6.3.

SECTION 6.2 PURPOSE OF ASSESSMENTS

The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of SPRING RIDGE ESTATES and in particular for the improvement and maintenance of the water system, services, common areas and facilities devoted to these purposes. No

Owner may exempt that Owner from liability for contribution toward the common expense by waiver of the use or enjoyment of any of the common elements or by the abandonment of Owner's house on a Lot.

SECTION 6.3 ASSESSMENTS

- a. **LEVYING OF ASSESSMENTS.** At least thirty (30) days prior to the commencement of each fiscal year, the Board shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its functions under this DECLARATION (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to fees and assessments received for the prior fiscal year. The foregoing computations shall constitute the budget, which shall be presented to the Owners at the Annual Meeting of the Association. The Directors shall determine the amount of an annual assessment necessary to meet the budget. The amount so determined shall be levied as an assessment against each Lot in SPRING RIDGE ESTATES and against each Owner individually. The amount of each assessment may vary from year to year, and may vary in any one year as between improved and unimproved Lots. A Lot shall be deemed to be improved ninety (90) days after the start of construction of a residence thereon, whether said construction is completed within said time.
- b.
b. PAYMENT OF ANNUAL ASSESSMENT. At the time of the first conveyance or occupancy (whichever occurs first) of each Lot and from time to time thereafter, the Board shall notify the Owner or Owners of each Lot as to the amount of the annual assessment per Lot and shall collect said annual assessment.
- c. **SPECIAL ASSESSMENTS.** In addition to other assessments authorized by this DECLARATION, the Board shall have the right and power to levy a special assessment applicable for the purposes of providing for the construction of additional recreational and other common facilities, unexpected repairs, or the alteration, replacement, demolition or removal of existing recreational and other common facilities, from

time to time, as in its discretion appears to be in the best interest of the Association.

- d. **UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all improved Lots and a uniform rate for all unimproved Lots, and may be collected in a lump sum or on a monthly installment basis. Each Owner's pro-rata share of any assessment shall be the number of Lots owned by such person divided by the total number of platted and recorded Lots in SPRING RIDGE ESTATES (e.g., 50 recorded Lots: 1/50th for each Lot), modified as applicable for improved and unimproved Lots as determined by the Board.

SECTION 6.4 SPECIAL INDIVIDUAL ASSESSMENT

The Board may levy a special assessment against any Owner and Owner's Lots as a result of his failure to comply with this DECLARATION, of the SPRING RIDGE ESTATES Rules, or moneys are about to be or were expended by the Association from the operating fund in performing its functions under the DECLARATION the Articles or the Bylaws. Such assessments shall include, but not be limited to, reimbursement to the Association for any amount so expended or to be expended, and shall be due and payable to the Association when levied. Special individual assessments shall be enforced in the same manner as annual or other special assessments.

SECTION 6.5 OPERATING FUND

There shall be an operating fund from which the Association shall make disbursements in performing the functions of the Association and into which the Association shall deposit all moneys paid to it as follows:

- a. Annual Assessments;
- b. Special Assessments;
- c. Miscellaneous funds; and
- d. Income and profits attributable to this operating fund.

SECTION 6.6 ENFORCEMENT OF ASSESSMENTS

Each assessment levied hereunder shall be a separate,

distinct and personal debt and obligation of the Owner or Owners against whom the same is assessed, and shall constitute a lien and charge upon the Lot in SPRING RIDGE ESTATES to which the assessment relates or which is owned by said Owner. Each Owner of any Lot, by becoming an Owner of any Lot or by acceptance of a deed thereto or acceptance of any other document or instrument conveying an ownership interest therein, whether or not it shall be so expressed in any such deed or other document or instrument, has (or shall be deemed to have) covenanted and agreed to pay the Association the Assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with, or specific performance of the terms and conditions of this DECLARATION, or for any other purpose in connection with the breach of this DECLARATION, each Owner agrees to pay reasonable attorneys' fees and expenses thereby incurred in addition to any other amounts due from the Owner or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity or without any limitation of the foregoing, by either or both of the following procedures:

- a. **ENFORCEMENT BY SUIT.** The Association may bring a suit at law against each Owner or Owners to enforce each such assessment obligation. Each Owner agrees that any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount as the court may adjudge against the defaulting Owner, plus all Court costs and necessary expenses and accounting fees incurred by the Association, plus interest on the amount of said assessment at the maximum legal rate allowed by law from the date the assessment becomes delinquent until paid in full.
- b. **ENFORCEMENT BY LIEN.** The Association shall give notice to each Lot Owner whose assessment is due and unpaid by mailing to said Owner a copy of the notice and claim of lien which shall state the following:
 1. The last known name of the delinquent Owner;

2. The legal description and street address of the Lot against which claim of lien is made;
3. The amount claimed to be due and owing, (with any offset allowed);
4. That the claim of lien is made by the Association pursuant to the terms of the DECLARATION; and
5. That a lien is claimed against the Lot in an amount equal to the amount of the stated delinquency.

The Association shall immediately record a duly executed original or copy of such notice and claim of lien and the lien claimed therein shall immediately attach and become effective as a lien upon the Lot against which such assessment was levied. Each default in payment of an assessment shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single notice and claim of unpaid assessments, plus interest on the amount of the assessment at the maximum legal rate from the date the assessment becomes delinquent until paid in full, plus a lien charge to cover recoding, legal and accounting expenses incident thereto. The amount of said lien charge may be increased or decreased by the Board in its action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Utah, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners. The Association shall have the power to purchase, acquire, hold, lease, mortgage and convey any Lot. In the event such foreclosure is by action in the court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an owner of a Lot in SPRING RIDGE ESTATES, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.

- c. **ESTOPPEL CERTIFICATE.** Any Owner shall be entitled to an Estoppel Certificate from the Board setting forth the amount of any due and unpaid assessments with respect to said Owner's Lot (or the fact that all assessments due are paid if such is the case) within a reasonable time after demand therefore and upon payment of a reasonable fee to be determined by the Board.
- d. **NOTIFICATION.** The Association may notify all Owners of the names of all persons who have defaulted in the payment of any assessment when due and the amount thereof in the discretion of the Board.

SECTION 6.7 SUBORDINATION TO MORTGAGES

- a. **SUBORDINATION.** The lien or liens created hereby upon any Lot shall be subject to and shall not affect the rights of the holder of an indebtedness made in good faith, for value, and secured by a duly executed mortgage or deed of trust upon such Lot recorded prior in time to the recording of the notice and claim of lien provided for above, in favor of or for the benefit of an institutional lender (meaning a bank, insurance company or savings and loan or building and loan association). However, after the foreclosure of any such mortgage by any such institutional lender, there may be a lien created pursuant to Section 6.6 on the interest of the purchaser at such foreclosure sale to secure all assessments hereunder assessed to such purchaser as an Owner after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided herein.
- b. **AMENDMENT.** No amendment to Paragraph (a) above shall affect the rights of the holder of any such mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof.
- c. **RIGHT UPON FORECLOSURE.** In the event of a foreclosure, the foreclosing party (or the receiver appointed in such action) shall not have the right nor the power to exercise any of the rights or privileges of an Owner, including voting, until such party has acquired title and any redemption period has expired. At such time as the first mortgagee shall become record owner

of the Lot and house, said first mortgagee shall be subject to all of the terms and conditions of these covenants, conditions and restrictions, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.1 AMENDMENT AND DURATION

- a. **AMENDMENT OR REPEAL.** Except as otherwise provided in this DECLARATION, the DECLARATION may be amended, modified, repealed, added to, or changed, either increasing or decreasing burdens or benefits with respect to property or as to the Owners, at any time, by the vote of a majority of the votes (Class A and Class B) entitled to be cast by the Owners of Lots in SPRING RIDGE ESTATES at any annual meeting of the Association or any special meeting called therefore, and any such amendment or modification shall be recorded by the Association and shall have the same force and effect as though set forth in full herein.

- b. **DURATION AND RESTRICTIONS.** This DECLARATION shall continue and remain in full force and effect at all times with respect to all property included within SPRING RIDGE ESTATES, the Owners and the Association (subject however, to the right to amend and repeal as provided in Paragraph (a) above), until January 1, 2100. However, unless within one year prior to January 1, 2100, an instrument directing the termination of this DECLARATION is signed by Owners of not less than two-thirds (2/3) of the residential Lots and is recorded, this DECLARATION as in effect immediately prior to the expiration date, shall, subject to the provisions of preceding subsection, continue in effect automatically for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one year prior to the expiration of any period of this DECLARATION is terminated as set forth above in this subsection.

SECTION 7.2 ENFORCEMENT AND NON-WAIVER

- a. **RIGHT OF ENFORCEMENT.** Except as otherwise provided herein, the Association, in the discretion of the Board, shall have the right to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by this DECLARATION as to the Owners of any property within SPRING RIDGE ESTATES.
- b. **VIOLATIONS AND NUISANCE.** Every act or omission whereby a covenant, condition or restriction of this DECLARATION is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, in the discretion of the Board.
- c. **VIOLATION OF LAW.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within SPRING RIDGE ESTATES is hereby declared to be in violation of this DECLARATION and subject to any or all of the enforcement procedures herein set forth.
- d. **REMEDIES CUMULATIVE.** Each remedy provided by this DECLARATION is cumulative and not exclusive.
- e. **NON-WAIVER.** The delay, failure or omission to enforce the provisions of any covenant, condition or restriction contained in this DECLARATION in the event of any breach thereof shall not constitute a waiver of any right to enforce any such provision or any other provision of this DECLARATION, or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Board, the Association, or any Owner for or on account of the failure to bring any action or take steps as to any breach thereof.

SECTION 7.3 EASEMENTS

There is hereby created a 20 feet easement inside the property line of the Lots for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electricity, and cable television. By virtue of this easement it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain

the necessary equipment on said property and to affix and maintain telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said houses. Notwithstanding anything to the contrary contained in this Section 7.3, no sewer, electrical lines, or other utilities may be installed or relocated on said premises except as initially programmed and approved by the DECLARANT or thereafter approved by the Board and all such utilities shall, to the greatest extent possible, be located and constructed underground. This easement shall in no way affect any other recorded easements on said premises. Each house and the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed and constructed by the DECLARANT or its assigns. A valid easement of said encroachments and for the maintenance of the same, so long as it stands, shall and does exist.

SECTION 7.4 DELIVER OF NOTICES AND DOCUMENTS

Any notice required by this DECLARATION to be given shall be in writing and may be delivered either personally or by mail. If sent by mail, it shall be deemed to have been delivered forty-eight (48) hours after the same has been deposited in the United States mail, postage prepaid, addressed to the last known address of the parties to whom notice is sent.

SECTION 7.5 CONSTRUCTION AND SEVERABILITY, SINGULAR AND PLURAL TITLES

- a. **RESTRICTIONS CONSTRUED TOGETHER.** All of the covenants, conditions and restrictions of this DECLARATION shall be liberally construed together to promote and effectuate the fundamental concepts of SPRING RIDGE ESTATES as set forth in the Preamble of this DECLARATION.
- b. **RESTRICTIONS SEVERABLE.** Notwithstanding the provisions of Paragraph (a) above, the covenants, conditions and restrictions of this DECLARATION shall have been deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provisions.
- c. **SINGULAR INCLUDES PLURAL.** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the

masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

- d. **CAPTIONS.** All captions or titles used in this DECLARATION are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions of said DECLARATION.

SECTION 7.6 ACQUIRING OWNERSHIP

By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this DECLARATION, each person or entity, for that person or entity and for that person or entity's heirs, personal representatives, successors, transferees and assigns, binds that person or entity and heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions covenants, conditions, rules and regulations now or hereafter imposed by this DECLARATION and any amendments thereof. In addition, each such person or entity by so doing thereby acknowledges that this DECLARATION sets forth a general scheme for the improvement and development of the Property covered thereby and hereby evidences interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this DECLARATION shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, the undersigned has executed this
DECLARATION this 17th day of July, 2007.

DECLARANT:

EE L.L.C.

Allen E. Burris, MGR.

By:

Allen E. Burris, Manager

Burris Enterprises, Inc.

Allen E. Burris, Pres.

By:

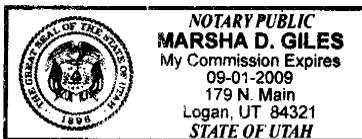
Allen E. Burris,
President

STATE OF UTAH)
 : ss
COUNTY OF CACHE)

On this 17 day of July, 2007, Allen E. Burris
personally appeared be for me and being duly sworn,
acknowledged to me that he is the Manager of EE L.L.C. and
the President of Burris Enterprises, Inc., and that he
executed the foregoing instrument on behalf of said
companies.

Marsha D. Giles

NOTARY PUBLIC



Ent 949494 Bk 1473 Pg 800

Parcel 1
(Spring Ridge Estates Phase 1)

Part of the Northwest and Southwest Quarter of Section 24 and Southwest Quarter of Section 13, Township 12 North, Range 2 West, Salt Lake Baseline and Meridian described as follows:

Commencing at the Southwest Corner of Section 24, Township 12 North, Range 2 West, Salt Lake Baseline and Meridian monumented with a Cache Co. Surveyor Brass Cap thence N 00°18'32" E 5314.26 feet (Basis of Bearing) along the section line to the Northwest Corner of said Section 24 monumented with a Cache County Surveyor Brass Cap; thence N 34°41'26" E 17.95 feet along the Cache County/Box Elder County line to the point of beginning and running thence N 34°41'26" E 374.97 feet continuing along said County line; thence leaving said county line S 88°44'43" E 503.43 feet; thence S 07°47'11" W 439.24 feet; thence S 01°41'14" W 1178.32 feet; thence S 13°07'57" W 405.36 feet; thence S 05°06'51" W 881.47 feet; thence S 05°39'41" W 725.20 feet; thence S 00°41'32" E 1142.39 feet; thence N 89°09'18" W 411.89 feet to the west right-of-way line of 8000 West Street; thence along said right-of-way line the next four courses: 1) thence N 00°02'02" E 163.18 feet; 2) thence N 02°09'41" W 282.92 feet; 3) thence N 00°26'10" E 1328.52 feet; 4) thence N 00°21'51" E 1328.89 feet; 5) thence N 00°24'58" E 1343.11 feet to the point of beginning, containing 57.17 acres.

Parcel 2

Part of Section 24 and Section 13, Township 12 North, Range 2 West, Salt Lake Baseline and Meridian described as follows:

Commencing at the Southwest Corner of Section 24, Township 12 North, Range 2 West, Salt Lake Baseline and Meridian monumented with a Cache Co. Surveyor Brass Cap thence N 00°18'32" E 5314.26 feet (Basis of Bearing) along the section line to the Northwest Corner of said Section 24 monumented with a Cache County Surveyor Brass Cap; thence N 34°41'26" E 392.92 feet along the Cache County/Box Elder County Line to the point of beginning and running thence continuing along said County Line the next three courses: 1) thence N 34°41'26" E 300.61 feet; 2) thence N 03°38'30" E 1165.23 feet; 3) thence N 52°53'53" E 1329.07 feet to the new right-of-way line of State Route 30; thence along said right-of-way line the next ten courses: 1) thence S 29°17'05" E 76.66 feet; 2) thence S 36°24'35" E 201.56 feet; 3) thence S 29°17'05" E 300.00 feet; 4) thence S 26°49'50" E 350.32 feet; 5) thence S 29°17'05" E 600.00 feet; 6) thence S 33°34'26" E 200.56 feet; 7) thence S 29°17'05" E 429.39 feet; 8) thence 1150.30 feet along a curve to the left with a radius of 20,075.00 feet, a central angle of 3°16'59" and a chord that bears S 30°55'35" E 1150.14 feet; 9) thence S 32°34'04" E 1124.61 feet; 10) thence S 19°04'19" E 101.53 feet; thence leaving said right-of-way N 89°28'28" W 2518.63 feet; thence S 00°14'20" W 1337.43 feet; thence S 00°14'23" W 2317.94 feet more or less to a point 1320 feet north of the south line of the Southwest Quarter of said Section 24; thence N 89°23'48" W 1308.96 feet along a line 1320 feet north and parallel to the south line of the Southwest Quarter of said Section 24; thence N 00°02'02" E 550.68 feet; thence S 89°09'18" E 411.89 feet; thence N 00°41'32" W 1142.39 feet; thence N 05°21'40" E 1606.65 feet; thence N 13°07'57" E 405.36 feet; thence N 01°41'14" E 1178.32 feet; thence N 07°47'11" E 439.24 feet; thence N 88°44'43" W 503.43 feet to the point of beginning, containing 258.2 acres more or less.