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AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
SNYDER'S MILL

Courtesy Recording

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions	2
ARTICLE II Architectural Control.....	3
<u>Section 1.</u> <u>Architectural Committee</u>	3
<u>Section 2.</u> <u>Approval by Architectural Committee</u>	4
<u>Section 3.</u> <u>Variances</u>	4
<u>Section 4.</u> <u>General Requirements</u>	4
<u>Section 5.</u> <u>Preliminary Approvals</u>	4
<u>Section 6.</u> <u>Plans</u>	5
<u>Section 7.</u> <u>Architectural Committee Not Liable</u>	5
<u>Section 8.</u> <u>Written Records</u>	5
<u>Section 9.</u> <u>Limited Extent of Committee Review</u>	5
<u>Section 10.</u> <u>Completion Required Before Occupancy</u>	5
<u>Section 11.</u> <u>Amendment of Design Guidelines</u>	5
ARTICLE III Restrictions on all Property.....	6
<u>Section 1.</u> <u>Zoning Regulations</u>	6
<u>Section 2.</u> <u>No Mining, Drilling or Quarrying</u>	6
<u>Section 3.</u> <u>No Business Uses</u>	6
<u>Section 4.</u> <u>Restriction of Signs</u>	6
<u>Section 5.</u> <u>Restrictions on Animals</u>	6
<u>Section 6.</u> <u>No Re-subdivision</u>	7
<u>Section 7.</u> <u>Underground Utility Lines</u>	7
<u>Section 8.</u> <u>Storage</u>	7
<u>Section 9.</u> <u>Maintenance of Property</u>	7
<u>Section 10.</u> <u>No Noxious or Offensive Activity</u>	7
<u>Section 11.</u> <u>No Hazardous Activities</u>	7
<u>Section 12.</u> <u>No Unsightliness; Vehicles</u>	7
<u>Section 13.</u> <u>No Annoying Lights, Sounds or Odors</u>	8
<u>Section 14.</u> <u>No Cesspools or Septic Tanks</u>	8
<u>Section 15.</u> <u>Water Systems</u>	8
<u>Section 16.</u> <u>Drainage</u>	8
<u>Section 17.</u> <u>Parking</u>	8
ARTICLE IV Restriction on Lots.....	8
<u>Section 1.</u> <u>Number and Location of Buildings</u>	8
<u>Section 2.</u> <u>Minimum and Maximum Floor Area</u>	8
<u>Section 3.</u> <u>Single Family Dwelling to be Constructed First</u>	8
<u>Section 4.</u> <u>Height Limitations</u>	8
<u>Section 5.</u> <u>Setbacks and Building Placement</u>	9
<u>Section 6.</u> <u>Non-Conforming Buildings</u>	9

<u>Section 7.</u>	<u>Towers and Antennae</u>	9
<u>Section 8.</u>	<u>Temporary Structures</u>	9
<u>Section 9.</u>	<u>Fences</u>	9
<u>Section 10.</u>	<u>Landscaping</u>	9
<u>Section 11.</u>	<u>Driveway Access</u>	9
<u>Section 12.</u>	<u>Architectural</u>	10
<u>Section 13.</u>	<u>Protection to Minimize Problem of Frozen Pipes</u>	10
ARTICLE V Maintenance Obligations		10
<u>Section 1.</u>	<u>Maintenance Obligations of Owners</u>	10
<u>Section 2.</u>	<u>Snow Removal</u>	10
<u>Section 3.</u>	<u>Modification of Exterior Appearance and Design</u>	10
ARTICLE VI The Association and the Common Area.....		11
<u>Section 1.</u>	<u>Maintenance of Association</u>	11
<u>Section 2.</u>	<u>Title to Common Area</u>	11
<u>Section 3.</u>	<u>Membership</u>	11
<u>Section 4.</u>	<u>Use of Common Area</u>	11
<u>Section 5.</u>	<u>Personal Liability</u>	11
<u>Section 6.</u>	<u>Voting</u>	12
<u>Section 7.</u>	<u>Powers and Duties of Association</u>	12
<u>Section 8.</u>	<u>Liability for Assessments</u>	12
<u>Section 9.</u>	<u>Use of Assessments</u>	13
<u>Section 10.</u>	<u>Liability for Willful or Negligent Damage</u>	13
<u>Section 11.</u>	<u>Common Assessments</u>	13
<u>Section 12.</u>	<u>Reserve Analyses</u>	13
<u>Section 13.</u>	<u>Capital Improvement Assessments</u>	13
<u>Section 14.</u>	<u>Special Assessments</u>	13
<u>Section 15.</u>	<u>Notice and Quorum</u>	14
<u>Section 16.</u>	<u>Allocation of Common and Capital Improvement Assessments</u>	14
<u>Section 17.</u>	<u>Annual Accounting</u>	14
<u>Section 18.</u>	<u>Delinquent Assessments</u>	14
<u>Section 19.</u>	<u>Notice of Default</u>	15
<u>Section 20.</u>	<u>Foreclosure of Liens</u>	15
<u>Section 21.</u>	<u>Release of Liens</u>	15
<u>Section 22.</u>	<u>Other Rights of Enforcement</u>	15
ARTICLE VII General Provisions.....		15
<u>Section 1.</u>	<u>Enforcement</u>	15
<u>Section 2.</u>	<u>Severability</u>	16
<u>Section 3.</u>	<u>Limited Liability</u>	16
<u>Section 4.</u>	<u>Duration of Declaration</u>	16
<u>Section 5.</u>	<u>Amendment or Repeal</u>	16
<u>Section 6.</u>	<u>No Public Right or Dedication</u>	16

<u>Section 7.</u>	<u>Constructive Notice and Acceptance</u>	17
<u>Section 8.</u>	<u>Drainage</u>	17
<u>Section 9.</u>	<u>Easements for City and County Public Service Use</u>	17
<u>Section 10.</u>	<u>Notices</u>	17
<u>Section 11.</u>	<u>Interpretation</u>	17
<u>Section 12.</u>	<u>Severability</u>	17
<u>Section 13.</u>	<u>Captions</u>	17

AMENDMENT AND RESTATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SNYDER'S MILL

THIS DECLARATION, made on this 24th day of March, 2017, by the SNYDER'S MILL HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation, hereinafter designated the "Association":

R E C I T A L S:

A. The Association is the owners association under that certain Declaration of Covenants, Conditions and Restrictions for Snyder's Mill recorded April 1, 1992, as Instrument No. 356580, In the Official Records of the Summit County Recorder (the "Existing Declaration"), which Existing Declaration applies to that certain property in Summit County, State of Utah, which is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE

B. The Association and the Owners desire to amend, restate and supersede the Existing Declaration in its entirety with this Declaration.

C. All Owners required to effect such amendment and restatement of the Existing Declaration have approved and adopted this Declaration at a meeting duly called and held in accordance with the requirements of the Existing Declaration and the Bylaws.

D. All of the Lots shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of all Lots in the Subdivision, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Subdivision, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with the Lots and shall be binding upon all persons having any right, title or interest in any Lot or Lots, their heirs, successors and assigns; shall inure to the benefit of each and every Lot and any interest therein; and shall inure to the benefit of and be binding upon each Owner and its successors-in-interest; and may be enforced by the Board and/or any Owner and its successors-in-interest. The Subdivision is not a cooperative.

NOW, THEREFORE, the Existing Declaration and the Association Bylaws are hereby amended, restated and superseded in their respective entireties by the following:

ARTICLE I

Definitions

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

Section 1. “Architectural Committee” shall mean the committee created pursuant to Article II hereof.

Section 2. “Association” shall mean and refer to the Snyder’s Mill Homeowners Association, a Utah non-profit corporation, and its successors and assigns.

Section 3. “Board” or “Board of Trustees” shall mean the Board of Trustees of the Association, as established by the Bylaws of the Association (which Bylaws are attached hereto as Exhibit “B” and incorporated herein by reference, and referred to hereinafter as the “Bylaws”).

Section 4. “County” shall mean the municipal government of Summit County, Utah, and its appropriate officers and departments.

Section 5. “Common Area” shall mean all areas so designated on any current or future recorded plat of the Subdivision, including any facilities, improvements and landscaping thereon.

Section 6. “Declaration” shall mean this instrument as it may be amended from time to time.

Section 7. “Design Guidelines” shall mean the Design Guidelines, Snyder’s Mill, Snyderville, Utah, a copy of which is posted and maintained on the Association website and by this reference made a part hereof, as the same may be amended from time to time in accordance with the terms and conditions of this Declaration. The Design Guidelines currently incorporated into the Existing Declaration shall remain in effect until such time as they are expressly amended, supplemented or replaced and superseded by the Board of Trustees.

Section 8. “Family” shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than five (5) persons not all so related, inclusive of their domestic servant(s), if any, who maintain a common household in a residence on a Lot.

Section 9. “Improvement” shall mean any structure and appurtenance thereto and other improvement on any Lot of every type and kind, including, but not limited to, buildings, out-buildings (whether or not situated on a foundation or slab), walkways, sprinkler pipes, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures, and other equipment.

Section 10. “Lot” shall mean and refer to any residential Lot shown upon any recorded plat of the Subdivision.

Section 11. “Member” shall mean and refer to every person who holds membership in the Association.

Section 12. “Mortgage” shall mean any first position mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation, which will be void and reconveyed upon the completion of such performance. The term “deed of trust” or “trust deed” when used herein shall be synonymous with the term “mortgage.” The term “Mortgagee” shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a deed of trust; “Mortgagor” shall mean a person or entity who mortgages its property to another (i.e., the maker of a mortgage), and shall include the trustor of a deed of trust. The term “Trustor” shall be synonymous with the term “Mortgagor,” and the term “Beneficiary” shall be synonymous with the term “Mortgagee.” The term “first mortgagee” shall include any Mortgagee or the beneficiary under any deed of trust who, by virtue of its mortgage or deed of trust, holds a first and prior lien upon any Lot to that of any other mortgagee.

Section 13. “Owner” shall mean and refer to the person or persons or other legal entity or entities holding fee simple interest of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. “Person” shall mean a natural individual or any entity with the legal right to hold title to real Property.

Section 15. “Plat Map” shall mean and refer to that plat of “Snyder’s Mill”, which has been recorded in the Official Records of the Summit County Recorder prior to the recordation hereof.

Section 16. “Properties” shall mean and refer to all of the Lots constituting the real Property described in Paragraph A of the Recitals to this Declaration.

Section 17. “Record, Recorded, Filed and Recordation” shall mean, with respect to any document, the recordation of such document in the Office of the County Recorder of the County of Summit, State of Utah.

Section 18. “Subdivision” shall mean Snyder’s Mill Subdivision, which has been divided or separated into lots as shown on the Plat Map.

ARTICLE II

Architectural Control

Section 1. Architectural Committee. The Architectural Committee shall consist of three (3) members, who shall serve at the will of the Board, and may be appointed and dismissed by the Board at any time for any reason or no reason. All members of the Architectural Committee shall be selected by majority vote of the Board at any meeting of the Board. The

Architectural Committee shall have and exercise all of the powers, duties and responsibilities given it in this Declaration.

Section 2. Approval by Architectural Committee. No Improvements of any kind, including, but not limited to, dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, antennae, flag poles, curbs and walks shall ever be erected, altered, or permitted to remain on any lands within the Subdivision, nor shall any excavating, clearing, removal of trees, or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefor are approved by the Architectural Committee prior to the commencement of such work. A reasonable and customary fee established by the Board from time to time shall be paid to the Architectural Committee to cover costs and expense of review. Any additional Improvements to be made after the initial Improvements shall be submitted to the Architectural Committee for approval, but no review fee shall be required for such additional Improvements submitted to the Architectural Committee within sixty (60) days following the initial approval if the construction costs of such additional improvements will not exceed \$10,000.00 in the aggregate. The Architectural Committee shall consider the materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, the mass of all buildings or structures, the location with respect to topography, existing trees and finished grade elevations and harmony of landscaping with the natural setting and surroundings, and shall ascertain whether the architecture conforms to the Design Guidelines. The nature and extent of architectural plans and specifications to be submitted shall be governed by the Design Guidelines, as the same may be amended from time to time in accordance with this Declaration and applicable Utah law. In the event that the Architectural Committee fails to take any action within 45 days after complete plans for such work have been submitted to them, then all of such submitted plans shall be deemed to be disapproved. Notwithstanding anything to the contrary contained herein, no Architectural Committee approval shall be required in connection with any items expressly exempted from approval in the Design Guidelines.

Section 3. Variances. The Architectural Committee shall have the right to recommend to the Board deviations from the requirements contained herein in extenuating circumstances, when following these requirements would create an unreasonable hardship or burden for an Owner, in accordance with then-current Utah land use law pertaining to variances. An affirmative vote of a majority of the members of the Board, including a specific finding that the variance would be permissible under then-current Utah land use law pertaining to variances, shall be required for a variance to be granted.

Section 4. General Requirements. The Architectural Committee members shall exercise their best judgment to see that all Improvements, construction, landscaping, and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade and finished grade elevation in keeping with the Design Guidelines. Exterior colors of structures shall be unobtrusive and blend with the natural colors in the area.

Section 5. Preliminary Approvals. Persons who anticipate constructing Improvements on lands within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may submit preliminary sketches of such

Improvements to the Architectural Committee for informal, preliminary and non-binding approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan together with sufficient general information on all aspects that will be required to be in the complete plans and specification to allow the Architectural Committee to act on sufficient information in order to provide an informed preliminary approval or disapproval until such time as complete plans are submitted and approved or disapproved.

Section 6. Plans. The Architectural Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 7. Architectural Committee Not Liable. The Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to any Owner or Owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Neither the Architectural Committee nor any member thereof shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder unless due to the willful misconduct or bad faith of the Architectural Committee. Any person or group acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing shall be deemed to have agreed and covenanted that he, she, or they will not bring any action or suit to recover damages against the Architectural Committee or its members, or its advisors.

Section 8. Written Records. The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to them (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument, which records shall be maintained for a minimum of five (5) years after approval or disapproval.

Section 9. Limited Extent of Committee Review. The Architectural Committee shall review and approve or disapprove all plans submitted to them for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result on the immediate vicinity and the Subdivision generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall their approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 10. Completion Required Before Occupancy. Unless approved by the Architectural Committee, no building within the Property shall be occupied until and unless the Owner of the building shall have completed the building in accordance with, and complied with, all approved plans and specifications, and all applicable legal requirements.

Section 11. Amendment of Design Guidelines. The Board shall have the right and authority to amend the Design Guidelines from time to time by majority vote, provided that no

such amendment shall be inconsistent with this Declaration. All such amendments shall be posted on the Association website promptly following the effective date thereof.

ARTICLE III

Restrictions on all Property

Section 1. Zoning Regulations. No lands within the Subdivision shall ever be occupied or used by or for any building purpose or in any manner which is contrary to the County zoning regulations applicable thereto validly in force from time to time.

Section 2. No Mining, Drilling or Quarrying. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted on the surface of the Property.

Section 3. No Business Uses. The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved residential buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial, daycare, short-term rental or other business purposes; provided, however, that nothing in this Article III, Section 3 shall be deemed to prevent (a) any Owner or its duly authorized agent from renting or leasing said Owner's residential building from time to time for periods of not less than one month duration, subject to all of the provisions of this Declaration, or (b) any Owner from conducting a home office type business in a residential building, provided that no signs or advertisements are placed on the building or the lot, and provided that said business does not involve clients, customers, suppliers, etc., physically entering the Subdivision, such building or the related Lot.

Section 4. Restriction of Signs. With the exception of a sign no larger than six (6) square feet on each side identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction, a customary yard sign no larger than eight (8) inches by eight (8) inches indicating a security service active on the Lot, and a sign no larger than three (3) square feet for the Owner to advertise its home or lot for sale, and the exception of political candidate and issue signs relating to then-current public elections, no signs or advertising devices, including, but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law. No sign shall be placed in or on any vehicle parked on the Property, or any portion of the private or public street adjacent to the Property. Subject to Article III, Section 12(b) of this Declaration and other provisions governing the parking and storage of vehicles, nothing contained herein shall prohibit presence of vehicles identifying a resident's business or employer by way of custom wrapping or painting.

Section 5. Restrictions on Animals. No animals other than ordinary household pets may be kept or allowed to remain on any of the Property.

Section 6. No Re-subdivision. No Lot shall be re-subdivided and no building shall be constructed or allowed to remain on any parcel within the Subdivision that comprises less than one full Lot.

Section 7. Underground Utility Lines. All water, cable television, gas, electrical, telephone and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

Section 8. Storage. All equipment and storage of any items on any Lot shall be kept screened by planting and/or fencing approved by the Architectural Committee so as to conceal it from the view of neighboring Lots, access roads and other areas surrounding the Lot.

Section 9. Maintenance of Property. All Property and all Improvements on the Lots shall be kept and maintained by the Owner thereof in clean, safe, attractive and sightly condition and repair, and in good repair.

Section 10. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 11. No Hazardous Activities. No activities shall be conducted on any Property and no improvements constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property and no open fires shall be lighted or permitted on any Property except in contained barbecue units while attended and in use for cooking purposes or within safe and well-designed interior fireplaces.

Section 12. No Unsightliness; Vehicles. Each Owner shall maintain its Lot in clean, safe, attractive and sightly condition, and in good condition and repair, and no condition of disrepair or unsightliness shall be permitted upon any Lot. Without limiting the generality of the foregoing: (a) any unsightly structures, storage shed facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved building or appropriately screened from view (as determined by the Architectural Committee), except equipment and tools when in actual use for maintenance or repairs; (b) no trailers, mobile homes, tractors, construction vehicles or equipment, truck campers, recreational vehicles or "Class 3" (defined as of the date hereof) or larger trucks shall be kept or permitted to remain on any Lot, other than on a short-term basis not to exceed 36 hours for occasional loading and unloading unrelated to any business purpose; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired, stored or abandoned on any Lot; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any Lot; (e) refuse, garbage and trash shall be placed and kept at all times in covered containers and such containers shall be kept within an enclosed structure or appropriately screened from view (as determined by the Architectural Committee); (f) hanging, drying or airing of clothing or household fabrics shall not be permitted on any Lot if visible from any building, other Lot or areas surrounding the Lot.

Section 13. No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare or does not comply with the Design Guidelines, as the same may be amended and/or supplemented from time to time; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or buildings; and no odors shall be emitted from any Lot or Property which are noxious or offensive to others.

Section 14. No Cesspools or Septic Tanks. No cesspools or septic tanks shall be permitted on any of the Property.

Section 15. Water Systems. No water wells or individual private water supply systems shall be permitted on any Lot.

Section 16. Drainage. No Owner shall have the right to alter or obstruct the points at which runoff water or storm drainage flows into or from any of the Lots.

Section 17. Parking. No Owner shall park its car or any other vehicle, boat, etc., in the roadways.

ARTICLE IV

Restriction on Lots

Section 1. Number and Location of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot other than one single family dwelling together with related nonresidential structures and improvements.

Section 2. Minimum and Maximum Floor Area. The minimum square footage of total floor area of the single-family dwelling which may be constructed on a Lot shall be 1,800 square feet, excluding basements and any other below-grade floor area and garages. The maximum square footage of total floor area of the single-family dwelling which may be constructed on a Lot shall be governed by the maximum height limitations set forth in Section 4 below and the minimum setback requirements set forth in Section 5 below.

Section 3. Single Family Dwelling to be Constructed First. No garage or other structure shall be constructed on any Lot until after commencement of substantial construction of the single family dwelling on the same Lot, except as otherwise specifically permitted by the Architectural Committee. All construction and alteration work shall be prosecuted diligently, and each building, structure, or improvement which is commenced on any Lot shall be entirely completed within a reasonable time not to exceed 16 months after commencement of construction.

Section 4. Height Limitations. No building on any Lot shall be erected to a height greater than 30 feet as measured from natural grade to a point midway between the lowest part of the eaves or cornice and ridge of a hip or pitched roof. The maximum height of the ridge shall be measured from natural grade. This measurement applies to all elevations of the building, the

intent being that buildings will conform with and reflect the natural contour of the land. Notwithstanding anything to the contrary contained herein, Lots 66-72, inclusive, shall be restricted to one-story homes.

Section 5. Setbacks and Building Placement. All buildings and other improvements on Lots shall be set back a minimum of: (i) 15 feet from the side lot lines of the applicable Lot; (ii) 20 feet from the rear lot line of such Lot; and (iii) 30 feet from the front lot line of such Lot.

Section 6. Non-Conforming Buildings. Any Buildings existing as of the date of this Declaration that do not fully comply with Section 4, Section 5 and/or Section 6 of this Article IV shall be governed by Section 10-8-1 of the Summit County Code.

Section 7. Towers and Antennae. Without the express written approval of the Architectural Committee, no towers, and no exposed, or outside, radio, television or other electronic antennae, shall be allowed or permitted to remain on any Lot. It is recommended that lightning rods be installed on all structures. Customary retail consumer television dish antennae are permissible, but shall be reasonably located so as to minimize the visual impact thereof (as may be determined by the Architectural Committee from time to time).

Section 8. Temporary Structures. No temporary house, structure, house trailer, mobile home or camper, will be allowed on any Lot except during construction periods for construction purposes, and no dwelling house shall be occupied in any manner prior to its completion. All residences shall be attached to poured footings and foundations.

Section 9. Fences. In general, perimeter fencing will not be allowed, except as relating to the Subdivision generally (as opposed to individual Lots) and specifically approved by the Board. Perimeter fencing is defined to mean fences along or near Lot lines or fencing not connected with a building or structure. Interior fencing, screens or walls which are associated or connected with a building are permitted if they are of such design, materials, and heights as may be approved by the Architectural Committee.

Section 10. Landscaping. Landscaping shall be installed and maintained in accordance with the landscaping standards of the Design Guidelines. Landscaping shall take into account any water conservation guidelines or programs of the County, and, in addition, shall be designed to preserve natural vegetation where possible and minimize irrigation requirements.

Section 11. Driveway Access. All individual driveway access locations within the Subdivision shall be designed to function well with the site location and layout of each appropriate residential building. Care shall be taken in siting driveways to allow for the least amount of site and vegetation disturbance. The maximum grade of any driveway shall not exceed 15%. The minimum width of any drive shall be 12 feet. Where possible, driveways shall parallel the slope to lessen site impact. The approaching private driveway shall align itself with the intersecting road at approximately 90° for 20 feet from the applicable Lot line (32 feet from center line of the adjacent roadway).

Section 12. Architectural.

(a) Roofs. All buildings shall be constructed with a minimum roof overhang of not less than two (2) feet on all elevations. All roofs shall be covered by wood shingles or metal roofing or asphalt architectural shingles and must be designed so that all roof areas drain.

(b) Walls. Except as may be specifically provided otherwise in the Design Guidelines (as the same may be amended from time to time), all front lower walls, with exposure to street, shall be required to be faced (a minimum of 3 feet to a maximum of 4 feet from grade in height) with natural quarry and/or field stones; provided, however, artificial stone substitute and/or partial natural quarry and/or field stones may be used with the prior approval of the Architectural Committee in each instance, so long as the same create the appearance of the natural quarry and/or field stones used in the original construction in the Subdivision.

(c) Icicles and Ice Buildup. Building designs must consider and address the danger caused by falling ice and ice accumulation on walks and building entrances.

(d) Structural Certification. All building designs must be approved and certified by a qualified licensed structural engineer. Particular attention shall be given to snow loads on roofs and frost line depth for foundations and plumbing installations.

Section 13. Protection to Minimize Problem of Frozen Pipes. Water lines and sewer waste lines shall be installed to minimize the risk of frozen pipes.

ARTICLE V

Maintenance Obligations

Section 1. Maintenance Obligations of Owners. It shall be the duty of each Owner, at its sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore its residence and Lot in a neat, sanitary and attractive condition. In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Board shall have the right, but not the duty, upon thirty (30) days prior written notice to the Owner of such Lot, to enter upon such Owner's Lot and correct such condition and make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner by way of a Special Assessment. The Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection (including attorneys' fees and costs) may be added.

Section 2. Snow Removal. Each Owner shall promptly remove all snow from the sidewalks located on or immediately adjacent to its Lot.

Section 3. Modification of Exterior Appearance and Design. Any Owner who has suffered damage may apply for approval to the Architectural Committee for reconstruction, rebuilding or repair of such Owner's residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

Application for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof, all in accordance with Article II, Section 2. The Architectural Committee shall grant such approval only if the design proposed by the Owner would result in a finished residence in harmony with exterior design of other residences on the Properties. Failure of the Architectural Committee to act within forty-five (45) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute disapproval thereof.

ARTICLE VI

The Association and the Common Area

Section 1. Maintenance of Association. The Board shall maintain the Association in good standing with the Utah Department of Commerce, Division of Corporations and Commercial Code, including the Articles of Incorporation of the Snyder's Mill Homeowners Association (the "Articles"), which Articles are of record, and the Bylaws for the Association.

Section 2. Title to Common Area. The Association shall hold and maintain all right, title and interest in and to the real property depicted and labeled as "Common Area" on the recorded final plat and by this reference made a part hereof.

Section 3. Membership. Each Owner of a Lot shall be deemed to be a member of the Association (each, a "Member"). Memberships in the Association shall not be assignable, except to the successor in interest of a Lot, and membership in the Association shall be appurtenant to and may not be separated from the fee ownership of the Lots. Membership shall commence upon the acceptance of fee title to a Lot and shall terminate when ownership of such fee title ends. Ownership of a Lot shall be the sole qualification for membership in the Association. The Association membership held by any owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of said Lot, and then only to the purchaser or purchasers of said Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. Upon the transfer of fee title to a Lot in the County Records, the Board shall have the right to record the transfer upon the books of the Association.

Section 4. Use of Common Area. Every Member shall have a right and easement of enjoyment in and to the Common Area, subject to the right of the Board to establish reasonable and uniform rules and regulations pertaining to the use of the Common Area. Any Member may delegate its right of use and enjoyment of the Common Area to the members of its family, its guests, its tenants, and its contract purchasers. No Member shall use the Common Area in any manner that adversely affects the use and enjoyment of the Common Area by any other Member.

Section 5. Personal Liability. No Member may exempt itself from personal liability for assessments to be levied by the Association, nor release the Lot owned by it from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of its Lot or otherwise.

Section 6. Voting. Each Member shall be entitled to one vote for each Lot owned by said Member. When more than one person holds such interest or interests in any Lot ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the jointly owned Lot is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. The vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the votes for such Lot shall be exercised as the majority of the co-owners of the said Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her co-owners. No votes shall be cast for any Lot where the majority of the co-owners of said parcel present in person or by proxy cannot agree to said votes or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Board in accordance with the voting percentages established herein, or by the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles and Bylaws of the Association.

Section 7. Powers and Duties of Association. The Association, acting through the Board, shall also have the power and duty to:

- (a) Maintain and repair the Common Area and replace those elements of the Common Area that must be replaced on a periodic basis, and otherwise manage the Common Area and all Facilities, improvements and landscaping thereon.
- (b) Maintain such policy or policies of liability and property insurance with respect to the Common Area and personal property, if any, owned by the Association as provided herein, and as may be required by applicable law from time to time.
- (c) Levy and collect all assessments as provided herein in sufficient amounts to enable the Association to adequately perform its duties hereunder.
- (d) Grant easements and rights of way for sewer, water, electricity, telephone and natural gas lines and similar utilities and uses through and beneath the Common Area.
- (e) Exercise such additional powers as are provided by applicable law and/or as shall be reasonable and necessary for the Association to accomplish the purposes of its creation.

Section 8. Liability for Assessments. Each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Common Assessments for common expenses, (2) Capital Improvement Assessments, and (3) Special Assessments, such assessments to be established and collected as herein provided. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and

reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due.

Section 9. Use of Assessments. Assessments levied by the Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Members and for the improvement and maintenance of the Common Area. The assessments shall also be for an adequate reserve to be used as appropriate for maintenance and repairs of the Common Area and replacement of those elements of the Common Area that must be replaced on a periodic basis.

Section 10. Liability for Willful or Negligent Damage. Maintenance, repair or replacement of all or any part of the Common Area arising out of or caused by the willful, negligent or other wrongful act of a Member, its family, guests or invitees shall be done at said Member's expense or a Special Assessment therefor shall be made against such Member's Lot.

Section 11. Common Assessments. The total Common Assessments against all of the Lots shall be based upon advance estimate of annual cash requirements by the Association to provide for payment of all estimated expenses growing out of or connected with maintenance and operation of the Common Area, which estimates may include, among other things, expenses of taxes, special assessments, premiums for all insurance which the Association is required or permitted to retain pursuant hereto, repairs and maintenance, wages for Association employees and/or contractors, legal and accounting fees, the creation of reasonable contingency reserve, surplus and/or sinking funds, and any other expenses and liabilities which may be incurred by the Association. Common Assessments shall be made on a calendar year basis. The amount of the Common Assessments shall be initially proposed by the Board, and presented to a meeting of the Owners for approval. Notice of the proposed assessment for the ensuing year shall accompany the notice of the meeting and shall be mailed to each Member not later than thirty (30) days prior to the date set for said annual meeting.

Section 12. Reserve Analyses. The Association shall complete such reserve analyses and maintain such reserve accounts as are required under applicable law.

Section 13. Capital Improvement Assessments. In addition to the Common Assessments authorized above, the Association may levy a Capital Improvement Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or other such addition upon the Common Area; provided, that any such assessment in excess of Five Thousand Dollars (\$5,000.00) shall require the affirmative vote of a majority of the Members.

Section 14. Special Assessments. In addition to Common Assessments and Capital Improvement Assessments authorized above, the Association may levy, in any calendar year, Special Assessments applicable to that calendar year only, for any purpose that the Board may determine in its reasonable discretion, including, without limitation: for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair or replacement of a capital improvement in the Common Area; other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners; capital improvements in the Common Area as are necessary in the reasonable discretion of the Board to preserve or maintain the integrity of the Common Area, or which may be necessary under exigent

circumstances; to pay an increase in real property taxes applicable to the Common Area; or imposing Special Assessments against an individual Owner as a remedy utilized by the Board to obtain reimbursement of the Association for costs incurred in bringing such Owner and/or such Owner's Lot and/or Improvements into compliance with the provisions of this Declaration, the Bylaws, rules and regulations promulgated by the Board pursuant to this Declaration, the Design Guidelines, or any other governing instrument for the Subdivision.

Section 15. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Sections 11, 13 or 14 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the any such meeting called, the presence of the Members or of proxies entitled to cast thirty-five percent (35%) of all votes eligible to be cast at said meeting shall constitute a quorum. If the required quorum is not present at the called meeting, such meeting may be held pursuant to the same notice forty-eight (48) hours after the date and time originally stated for the meeting in the notice, without the necessity of an additional written notice, in which event the required quorum at the subsequent meeting shall be twenty-five percent (25%) of all such eligible votes. At any such subsequent meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 16. Allocation of Common and Capital Improvement Assessments. All Common Assessments and Capital Improvement Assessments of the Association payable during a calendar year shall be prorated among the Members on the basis (herein designated the "Assessment Percentages") whereby each Member shall be obligated to pay a fraction thereof, the numerator of which shall be one and the denominator of which shall be the total number of Lots in the Subdivision.

Section 17. Annual Accounting. The Board shall cause to be prepared an annual balance sheet and operating statement reflecting expenditures of the Association for each calendar year, and shall cause to be distributed a copy of each such statement to each Member. At the end of any calendar year of the association, all excess funds of the Association may be retained by the Association and used to reduce the following year's assessments or applied pursuant to the reserve analysis contemplated in Section 12 of this Article VI, as the Board may determine in its reasonable discretion.

Section 18. Delinquent Assessments. Any installment of a Common Assessment or Capital Improvement Assessment, or any Special Assessment, not paid within thirty (30) days after the due date shall bear interest from the due date thereof until paid at the rate of eighteen percent (18%) per annum. If any installment of a Common Assessment, Capital Improvement Assessment, or Special Assessment is not paid within thirty (30) days after it is due, the Member responsible therefor may be required further by the Board to pay a late charge of ten percent (10%) of the delinquent amount. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot of said Member and sell the same to satisfy the default as herein provided. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of its Lot. No Owner delinquent in paying any Common Assessment, Capital Improvement Assessment or Special Assessment shall have the right to use the Common Area at any time during such delinquency.

Section 19. Notice of Default. No action shall be brought to enforce any assessment lien herein except pursuant to notice in accordance with applicable Utah law, as the same may be amended from time to time. Such notice of default shall be signed by an officer of the Association, and said lien shall be prior to any declaration of homestead recorded after the date on which this Agreement is recorded. The lien shall continue until fully paid or otherwise satisfied.

Section 20. Foreclosure of Liens. The Association may foreclose liens for past due assessments and other amounts owed by a Member to the Association as provided by applicable law. For purposes of non-judicial foreclosure in the manner of a foreclosure of a deed of trust, each Member is a trustor, the Association is the beneficiary, and First American Title Insurance Company is hereby appointed as the Trustee.

Section 21. Release of Liens. Upon the timely curing of any default for which a notice of default was filed by the Association, the officers thereof shall record an appropriate release of lien, upon payment by the defaulting Member of a fee to be determined by the Association to cover the cost of preparing and recording such release.

Section 22. Other Rights of Enforcement. The assessment liens and the rights of foreclosure and sale provided hereby shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and at law or in equity, including a suit for equitable relief and/or to recover a money judgment for unpaid assessments, as above provided.

ARTICLE VII

General Provisions

Section 1. Enforcement. This Declaration may be enforced as follows:

(a) Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, by the Board and/or any Owner. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by the Board and/or any Owner.

(c) The Association may exercise any right or remedy provided by applicable law.

(d) The remedies provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(e) No failure or delay to enforce any of the covenants contained in this Declaration shall constitute a waiver of any default by any Member hereunder or the Association's right to enforce such covenant in the future.

(f) All remedies set forth in this Declaration be deemed cumulative, and none of such remedies shall be deemed exclusive.

(g) A breach of the covenants, conditions or restrictions contained in this Declaration shall not affect or impair the lien or charge of any *bona fide* first Mortgage made in good faith and for value on any residential Lot or the improvements thereon, and the Mortgagee thereunder shall not be liable for the obligations hereunder of its Mortgagor; provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise, but shall not be liable for prior breach.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Limited Liability. Without limiting other express exculpations contained in this Declaration, neither the Board, the Architectural Committee, nor any member, agent or employee thereof, shall be liable to any Owner or other party for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith.

Section 4. Duration of Declaration. This Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 1, 2054, A.D.; provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the Owners of not less than 90% of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten (10) years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the Owners of not less than 90% of the Lots then subject to this Declaration as aforesaid.

Section 5. Amendment or Repeal. At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the Owners of not less than 67% of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holders or successors or assigns of the holders of all first Mortgages recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public, or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in any Lot in the Subdivision does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservations, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the properties, or any portion hereof.

Section 8. Drainage. No Owner of a Lot shall interfere with the established points at which drainage enters and leaves its Lot.

Section 9. Easements for City and County Public Service Use. There are and the Association hereby reserves and covenants for the Association and all future Owners within the Subdivision, easements for city, county, state and federal public services, and for public utilities, including but not limited to, the right of the police to enter for the purpose of enforcing the law.

Section 10. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail, or by electronic means. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, at the mailing address of such person, as listed on the tax roles or other records of the Summit County Assessor's or Treasurer's Office.

Section 11. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 12. Severability. Invalidity or unenforceability of any provision of this Declaration or of any future Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

Section 13. Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

IN WITNESS WHEREOF, the Association, has executed this Declaration the day and year first above written.

SNYDER'S MILL HOMEOWNERS
ASSOCIATION, INC,
a Utah non-profit corporation

By: Randolph C. Henry
Its: President

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 24 day of March, 2017, by Randolph C. Henry, the President of the Snyder's Mill Owners Association, Inc., a Utah non-profit corporation.

Residing at:

Park City, Utah

Elizabeth Marin Thompson
Notary Public

My Commission Expires:

July 10, 2020



EXHIBIT "A"

Lots 6, 7, 28, 29, 30, 31, 32, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 118 and all Common Areas, Snyder's Mill Subdivision, Phase I, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

Lots 26, 27, 33, 34, 35 and all Common Areas, Snyder's Mill Subdivision, Phase IA, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

Lots 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 55, 56, 57, 58, 59, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 119, 120, 121, 122, 123, 124, 125, 126 and all Common Areas, Snyder's Mill Subdivision, Phase II, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

ALSO KNOWN AS:

Commencing at the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and thence South 80 rods; thence East 56 rods to a point 2 rods west of the west boundary line of the right of way of the Denver & Rio Grande Western Railroad Company; thence Northerly parallel to said railroad right of way and 2 rods distant therefrom 80 rods more or less to the north boundary line of said Section 31; thence West along said boundary line to the point of beginning.

and

Commencing at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian; thence North 53 1/3 rods; thence West 70 rods more or less to the Center of the Victory Highway (designated U.S. 40, formerly County Road); thence South along the center of said highway 53 1/3 rods to the line between the North half and the South half of the Northwest Quarter of said Section 31; thence East along said line 70 rods more or less to the point of beginning.

Subject to a right of way for Highway 224 over the Westerly portion of said property.

Less and excepting therefrom the following:

Beginning at a point on the center line of U.S. Highway 40, said point being South 995.80 feet and East 1439.75 feet from the northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence East 170.0 feet; thence South 0 degrees 13 minutes 00 seconds East 124.45 feet; thence West 170.0 feet to the center of U.S. Highway 40; thence following said center line North 0 degrees 13 minutes 00 seconds West 124.45 feet to the point of beginning.

And excepting any portion lying within Old Ranch Road as conveyed to Summit County.

Together with all water rights appurtenant thereto, including but not limited to a divided fifty-seven percent (57.0%) of the water rights evidence by Right No. 412 of the "Weber River Decree" made and entered on June 2, 1937 in the District Court of Weber County, Utah in that certain action entitled "Plain City Irrigation Company v. Hooper Irrigation Company, et al." being Case No. 7487, but excluding therefrom that portion of said Right No. 412 covering the right to the year around use of the waters of Spring Creek Springs for domestic purposes.

TAX PARCEL NOS: SMIL-I-6; SMIL-I-7; SMIL-I-28; SMIL-I-29; SMIL-I-30; SMIL-I-31; SMIL-I-32; SMIL-I-36; SMIL-I-37; SMIL-I-38; SMIL-I-39; SMIL-I-40; SMIL-I-41; SMIL-I-42; SMIL-I-43; SMIL-I-44; SMIL-I-45; SMIL-I-46; SMIL-I-47; SMIL-I-48; SMIL-I-49; SMIL-I-50; SMIL-I-51; SMIL-I-52; SMIL-I-53; SMIL-I-54; SMIL-I-60; SMIL-I-61; SMIL-I-62; SMIL-I-63; SMIL-I-64; SMIL-I-65; SMIL-I-66; SMIL-I-67; SMIL-I-68; SMIL-I-69; SMIL-I-70; SMIL-I-71; SMIL-I-72; SMIL-I-73; SMIL-I-74; SMIL-I-75; SMIL-I-76; SMIL-I-118;

SMIL-IA-26; SMIL-IA-27; SMIL-IA-33; SMIL-IA-34; SMIL-IA-35;

SMIL-II-1; SMIL-II-2; SMIL-II-3; SMIL-II-4; SMIL-II-5; SMIL-II-8; SMIL-II-9; SMIL-II-10; SMIL-II-11; SMIL-II-12; SMIL-II-13; SMIL-II-14; SMIL-II-15; SMIL-II-16; SMIL-II-17; SMIL-II-18; SMIL-II-19; SMIL-II-20; SMIL-II-21; SMIL-II-22; SMIL-II-23; SMIL-II-24; SMIL-II-25; SMIL-II-55; SMIL-II-56; SMIL-II-57; SMIL-II-58; SMIL-II-59; SMIL-II-77; SMIL-II-78; SMIL-II-79; SMIL-II-80; SMIL-II-81; SMIL-II-82; SMIL-II-83; SMIL-II-84; SMIL-II-85; SMIL-II-86; SMIL-II-87; SMIL-II-88; SMIL-II-89; SMIL-II-90; SMIL-II-91; SMIL-II-92; SMIL-II-93; SMIL-II-94; SMIL-II-95; SMIL-II-96; SMIL-II-97; SMIL-II-98; SMIL-II-99; SMIL-II-100; SMIL-II-101; SMIL-II-102; SMIL-II-103; SMIL-II-104; SMIL-II-105; SMIL-II-106; SMIL-II-107; SMIL-II-108; SMIL-II-109; SMIL-II-110; SMIL-II-111; SMIL-II-112; SMIL-II-113; SMIL-II-114; SMIL-II-115; SMIL-II-116; SMIL-II-117; SMIL-II-119; SMIL-II-120; SMIL-II-121; SMIL-II-122; SMIL-II-123; SMIL-II-124; SMIL-II-125; SMIL-II-126.

EXHIBIT "B"
BY-LAWS
OF
THE SNYDER'S MILL HOMEOWNERS ASSOCIATION
A NON-PROFIT CORPORATION

ARTICLE I

OFFICE

The principal office of Snyder's Mill Homeowners Association (herein designated the "Association") shall be situated in Summit County, State of Utah. These Bylaws have been duly adopted by the Association and terminate and supersede all prior bylaws of the Association in their entirety. All defined terms herein shall have the meanings ascribed to them in the Declaration for Snyder's Mill.

ARTICLE II

MEETINGS OF MEMBERS

Section 2.1--Annual Meeting. The annual meeting of the members shall be held at 7:00 p.m. on the second Monday in January of each year at the principal office of this Association, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that, whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and further provided, that the Board of Trustees may by resolution fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting the Members shall elect Trustees for the terms set forth in Section 3.2 below, to serve until their successors shall be elected and shall qualify. Only Members of the Association shall be elected Trustees; provided, however, that officers and/or duly authorized agents of corporate Members may also be elected Trustees of the Association.

Section 2.2--Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Trustees, or by any number of Members holding at least one-half (1/2) of the membership of the Association.

Section 2.3--Notice of Meetings. Notice of all annual and special meetings of the Members shall be given in accordance with the laws of the State of Utah (including electronic delivery), and shall be given not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Whenever all of the Members shall meet in person or by proxy, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice. No notice of any meeting of Members shall be necessary if waiver of notice be signed by all of the Members, whether before or after the time of the meeting.

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

Section 2.5--Voting Requirements. When a quorum is present in person or represented by proxy at any meeting, the vote of a majority of the votes entitled to be cast shall decide any question brought before such meeting, including the election of trustees, unless the question is one upon which, by express provision of the laws of the State of Utah or of the Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing and shall comply with any written requirements promulgated by the Board at least thirty (30) days prior to the applicable meeting. If instructed by the President, the Secretary shall enter a record of such proxies in the minutes of the meeting. All matters to be voted upon by the Members shall be presented to and voted upon by the Members holding membership. Each Member shall be entitled to one vote for each Lot it owns in the Subdivision

Section 2.6-Registered Members. At annual meetings of the Members, only such persons shall be entitled to vote in person or by proxy as appear as Members upon the transfer books of the Association on the 30th day before such annual Members meeting; provided, in the event a particular member who first acquires its membership within such thirty (30) day period desires to vote at any such meeting, in person or by proxy, shall have the right to expressly waive in writing the minimum notice requirement set forth in Section 2.3 above and participate in such vote.

Section 2.7--Quorum. At any meeting of the Members, the presence of the Members or of proxies entitled to cast thirty-five percent (35%) of all votes eligible to be cast at said meeting shall constitute a quorum. If the required quorum is not present at the called meeting, such meeting may be held forty-eight (48) hours after the date and time originally stated for the meeting in the notice, without the necessity of an additional written notice, in which event the required quorum at the subsequent meeting shall be twenty-five percent (25%) of all such eligible votes. At any such subsequent meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

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

ARTICLE III

BOARD OF TRUSTEES

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

Section 3.2--Number, Tenure, Qualifications and Vacancies. The number of Trustees of the Board of the Association shall be five (5). Each Trustee shall hold office until the next annual meeting of the Members and until his/her successor shall have been elected and qualified. Trustees need not be residents of the State of Utah. In case of any vacancy in the Board of Trustees, the remaining members of the Board may elect a successor Trustee or Trustees to hold office, until the next meeting of the members.

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

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

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

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

Section 3.7--Compensation. Trustees shall not receive any salary or other compensation for their service, but may be reimbursed for authorized reasonable expenses actually incurred on behalf of the Association.

Section 3.8--Additional Facilities. The Board of Trustees shall have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of the members.

ARTICLE IV

OFFICERS

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

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

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

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

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

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

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

ARTICLE V

INDEMNIFICATION

Section 5.1--The Association shall provide any indemnification required by the laws of Utah and shall indemnify Trustees, officers, agents and employees as follows:

Section 5.2--Third Party Litigation. The Association shall indemnify any Trustee or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director or officer or an employee or agent of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or

proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 5.3--Association Litigation. The Association shall indemnify any Trustee or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer or an employee or agent of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 5.4--Expenses. To the extent that a Trustee or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 or 6.2 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 6.4 below.

Section 5.5--Determination of Right to Indemnity. Any indemnification hereunder (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth herein. Such determination shall be made (i) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, and such a quorum of disinterested Trustees so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

Section 5.6--Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 5.

Section 5.7--Other Indemnification Rights. Agents and employees of the Association who are not Trustees or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Trustees.

Section 5.8--Benefitted Parties. Any indemnification pursuant to this Article 6 shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE VI

SEAL

The President may, but shall not be required, to obtain and implement the use of an official seal, if the President deems the same to be prudent.

ARTICLE VII

DIVIDENDS

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

ARTICLE VIII

ANNUAL STATEMENT

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

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

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

Ronald Cheney
Trustee

James E. Duebber
Trustee

~~John May~~
Trustee

~~Bob Dusek~~
Trustee

~~James Rulke~~
Trustee