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RECORDER JOE DEAN HUBER BY KAY VAN WAGONER

DECLARATION
OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND MANAGEMENT POLICIES

THIS DECLARATION, made on the date hereinafter set forth
by S2-HM Corporation and Hidden Meadows Development Company,
hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property
in the County of Wasatch, State of Utah described in the
attached Exhibit "A".

NOW THEREFORE, Declarant hereby declares that all of
the properties described in Exhibit "A" shall be held, sold
and conveyed subject to the following easements, restrictions,
covenants, conditions, and Management Policies which are
established for the purpose of protecting the value and
desirability of, and which shall run with, the real property
and be binding on all parties having any right, title or
interest in the described properties or any part thereof,
their heirs, successors and assigns, and shall inure to the
benefit of each owner thereof.

ARTICLE 1

DEFINITIONS AND EFFECT

Section 1: "Canyon Meadows Home Owners Association"
is a non-profit Utah corporation charged with the duties

and invested with powers prescribed by law and set forth in the Articles, the By-Laws and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (i) members of the Association, or (ii) officers, directors, agents, representatives or employees of Declarant.

(a) "Association" shall mean and refer to Canyon Meadows Home Owners Association, its successors and assigns.

Section 2: "Owner" shall mean and refer to any person or entity who is a contract purchaser of, or is a record owner of a fee or undivided fee interest in any Lot, Dwelling, or space designated for a Dwelling which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and under the provisions of this Declaration as amended.

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Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as:

a. All of the land and improvements included within the area marked Exhibit "C" and attached hereto.

b. All of the streets, rights of way, open areas and equestrian paths and improvements thereof and thereunder, located within the property described in Exhibit "A".

Section 5: "Lot" shall mean and refer to any plot of land, a dwelling, or space, vertical or otherwise, designated for a dwelling as shown upon any recorded final plat map of the Properties including any condominium units so declared under the Condominium Act of the State of Utah, as may be amended, with the exception of the Common Area.

Section 6: "Declarant" shall mean and refer to S2-HM Corporation and Hidden Meadows Development Company and their successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1 - Owners' Easements of Enjoyment: Every member shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be

appurtenant to and shall pass with the title to every Lot subject to the following provisions:

a. The right of the Association to limit the number of guests and adopt Association Rules regulating the use and enjoyment of the Common Area including the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

b. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the members under this Declaration.

c. The right of the Association to suspend the voting rights and the rights to use the recreational and other facilities on all or a part of the Common Area by any member or owner for any period during which such member or owner is delinquent in the payment of any assessment or of any other infraction of any provisions of this Declaration or of any Rule or Regulation of the Association. Furthermore, after ten (10) days written notice specifying the default and the date of a hearing by the Board of Directors, the Board shall have the power on majority vote to:

1. Suspend all or any part of the delinquent member's rights to vote and use all or any part of the recreational facilities located on Common Area or controlled by the Association so long as such member or owner continues in such default, and for an additional period not to exceed sixty (60) days after such default is remedied or discontinued.

2. Disconnect the culinary system serving the lot(s), Dwelling(s) or space(s) designated for a Dwelling of such defaulting member so long as such member continues in such default.

The failure to take action under this paragraph or any other paragraph hereof, shall not be considered a waiver of the right to take action for any default or infractions or any subsequent default or infraction.

c. The right of the Association to grant easements in the Common Area for utilities and similar purposes.

d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) vote of each class of members.

Section 2 - Delegation of Use: Any owner may license, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MAINTENANCE

Section 1 - Responsibility for Maintenance: The Association shall be responsible for maintenance of all Common Area properties and facilities and may employ the services of a manager and other personnel to carry out the management of such responsibilities.

Section 2 - Owner Responsible: The owners of residential lots described in the final plat shall be responsible for and perform all exterior maintenance upon such lots. In the event an owner of any Lot in the development shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after a thirty (30) day written notice to such owner of the intended action, and after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair,

maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject. In the event the Board of Directors declares an emergency, such action to repair, maintain and restore may be taken at any time after written notice is given to the owner.

Section 3 - County May Enter and Do Work: In the event that the Association should become disorganized, or it should fail to function properly, or fail to maintain its corporate entity in good standing, or if it, or its members, should fail to perform its obligations hereunder and under the aforesaid declaration of easements, covenants, conditions, restriction and management policies, the County is hereby given the right, upon 120 days written notice to the owners, to disconnect the culinary water to the entire development, and to obtain or enforce such closure by injunction or other appropriate legal action; and said water shall remain disconnected until such time as the Association is properly organized and functioning and performing its obligations hereunder.

ARTICLE IV

DWELLINGS

The design and construction of all buildings must

comply with the recommendations of the Architectural Control Committee established under the provisions of Article VIII of these Covenants. No dwelling shall contain less than 2,000 square feet of livable enclosed floor space exclusive of carports and garages.

ARTICLE V

MAINTENANCE AND USE OF PROPERTY

Section 1: It shall be the policy of the Board of Directors of the Association to maintain all of the Common Area and property in a neat, tidy and becoming manner and each lot owner by acceptance of a deed of a lot agrees to maintain his respective lot or lots in a neat, tidy and becoming manner, all within the following guidelines and prohibitions:

a. Each Lot shall be used as a residence for a single family and for no other purpose, and there shall not be constructed or maintained upon any Lot more than one Single Family Residence with a private garage or carport.

b. Vegetation shall be watered, pruned, cut, and cared for and shall not be overgrazed or over travelled or trampled, all in accordance with good landscape practices.

c. No debris or deleterious objects or structures shall be allowed to remain exposed to view within the

boundaries of the development including, but not limited to trash, rubbish, ashes, refuse, and partly dismantled automobiles or other vehicles or articles of personal property.

d. No noxious or offensive trade or activity shall be conducted on any lot or near any dwelling unit.

e. No used dwelling, trailer, mobile home, shack, garage, or other accessory building shall be moved on to or used on any lot.

f. The construction of all buildings and structures, after being started, shall be diligently prosecuted to completion. No building material shall be placed or stored upon any lot until the owner thereof is ready to commence construction.

g. No signs or advertising structures shall be erected or displayed on any residential lot except for one name plate which shall not exceed 226 square inches in area.

h. All buildings, screening fences, including shrubbery screening, and other structures must be approved by the architectural committee as provided for under Article VIII of this Declaration prior to commencement of construction. In case of dispute, the Board of Directors of the Association shall make the final decision.

i. All buildings constructed on any lot or space shall be located within the building pad dimensions located on each such lot or space as designated in the final Recorded Plat of such property provided, however, that the Board of Directors of the Association may allow minor variations of such dimensions. The remaining portion of each Lot shall remain as open space provided, however, that landscaping and/or horticulture uses may be permitted by the Architectural Committee.

j. The primary motivation for developing the Canyon Meadows project is to enable the occupants to enjoy the aesthetic beauty of the area. Therefore, it shall be the duty of the Board of Directors to promote the aesthetic qualities of the area by maintaining the natural and exotic vegetation in accordance with good landscape practices, to re-seed and re-vegetate wherever such action would tend to enhance the aesthetic qualities of the area and to keep all Common Area properties (buildings and grounds) in a neat and tidy manner. It shall also be the duty of the Board of Directors to require all home owners to do the same on their lots. Within twelve (12) months after purchase of a lot the owner shall file for approval with the Architectural Committee a landscape plan of trees and shrubs which the

owner shall plant within twenty-four (24) months of the date of purchase of such lot. Failure to do so after a ten (10) day written notice will authorize the Board of Directors to plant typical trees and shrubbery and maintain same at owner's expense as an additional assessment hereunder.

k. All power, telephone and television lines shall be installed underground.

l. In order to encourage deer, birds, and other forms of wildlife, all dogs shall be physically confined to the owner's premises except when tethered on a leash.

m. No hunting, shooting, or other activity is allowed.

n. An easement extending five (5) feet on both sides of all water and utility lines shall be reserved for maintenance purposes by the Association, County and utility companies.

o. All connections to water mains shall be metered.

p. The maintenance, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number is hereby prohibited on any Lot, except for dogs, cats and caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Provided, however, until such time as open space is converted to recreational use, Declarant may without cost graze livestock in such open

space provided the Common Area is not allowed to be overgrazed, and the livestock does not interfere with the normal living activities of owners on their respective Lots.

q. Neither burning of trash nor accumulations or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot. Trash and garbage containers shall not be permitted to remain in public view except on days for trash collection.

r. Outdoor clothes dryers or clothes lines shall be placed within a screened enclosure.

s. No outside television or radio aerial or antenna for transmission or reception shall be visible from the street or adjoining lots or dwellings.

t. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

u. No boundary fences are permitted and any screening fences must be approved in writing by the Architectural Committee prior to commencing construction. Owners are encouraged to screen with shrubs and trees.

v. Horses may be kept only in stables and grazing areas in the appropriate Common Area designated by the Association with not more than two horses per Lot, but in any event, subject to availability of space and rules and regulations adopted by the Association from time to time.

w. All garage doors shall be equipped with automatic door openers and shall be kept closed at all times except during ingress and egress. Carports in lieu of garages may be permitted provided they are approved by the Architectural Committee and stored goods within the carports are not visible from neighboring property or adjacent streets.

x. No exterior lights shall be placed, located, constructed or maintained on any Lot without the prior approval of the Architectural Committee. In general, only low level soft exterior lights will be considered for approval.

Section 2 - Rules: The Association, by its Board of Directors, may from time to time adopt other or additional rules and regulations governing the use of Common Areas and the obligations of Owners to maintain their Lots as are consistent with the Declaration and which further the general enjoyment of the development by the Owners.

Section 3 - Right of Association to Correct Violations:

The Association may, in the interest of the general welfare of all the Owners and after reasonable notice to the Owner, enter upon or have agents enter upon any Lot at reasonable hours on any day except Sunday, for the purpose of removing or correcting any violation or breach of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance. Any action taken under this paragraph must be authorized by a resolution of the Board of Directors on two-thirds (2/3) vote of the quorum present at a duly authorized meeting.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every person or entity who is a contract purchaser of, or is a record owner of a fee or undivided fee interest in any Lot which is a part of the properties shall be a member of the Association excepting therefrom, however, persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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Section 2: The Association shall have two classes of membership for determining voting power, however, all votes shall be equal and counted as such, except where voting by separate classes is otherwise provided in the Articles and By-Laws of the Association:

Class A: Class A members shall be all members with the exception of the Declarant and shall be entitled to one vote for each Lot, Dwelling or space designated for a Dwelling owned. When more than one person holds a purchase contract or a fee interest in any such property, all such persons shall be members. The vote for such property shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot, Dwelling or space designated for a Dwelling.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot, Dwelling or space designated for a Dwelling owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equals or exceeds two-thirds (2/3) of the total votes outstanding in the Class A and Class B membership or

after all additional land identified in Exhibit "B" has been added to the property included in this Declaration, whichever last occurs; or

b. On seven years from the date of recording of this Declaration.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot owned within the Properties, hereby covenants and creates a claim of lien, with power of sale, to secure payment to the Association of any and all assessments levied hereunder, and each Owner of any Lot by acceptance of a deed therefore, whether or not it should be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, and in any event shall not relieve the Owner of responsibility therefore.

Section 2 - Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and the performance of the duties of the Association as set forth in this Declaration.

Section 3 - Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred forty dollars and no/100 (\$240.00) per Lot.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twelve percent (12%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the

maximum annual assessment may be increased above the foregoing twelve percent (12%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3.1 - Exempt Property: All properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 4 - Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or upon the exterior of the properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In its discretion, the Association may require that any such assessment not expended by the Association in the year of its collection be returned pro rata to the Owners or it may provide that such assessment be treated as a contribution to the capital of the Association and maintained in a separate capital account until expenditure of such funds is appropriate.

The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in which the expenditure of such funds is appropriate; in such year, the Association shall transfer such funds to the ownership of the Association before making the expenditure.

Section 5 - Notice and Quorum for Any Action Authorized Under Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be

one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6 - Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7 - Date of Commencement of Annual Assessments:
Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8 - Collection of Assessments: Non-payment of Assessments: Remedies:

a. The Board of Directors shall annually retain the services of a professional organization, bank, credit bureau, governmental agency, attorney, accountant, or some other disinterested party or entity for the purposes of giving notice and collecting the annual assessments as from time to time levied by the Board of Directors.

b. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the current prime rate of the Chase Manhattan Bank plus two percent (2%) or the rate of twelve percent (12%) per annum, whichever is greater. The Association may 1) bring an action at law against the Owner and the Owner shall be personally obligated to pay such delinquent assessments and interest thereon; 2) file and record a claim of lien on behalf of the Association and thereafter the Association may foreclose the lien against the property to satisfy the said obligations; and 3) the Association may use the enforcement procedures of Article VII §1(b) of the By-Laws. In the event of any court action the interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by failure to use the Common Area or by the abandonment of his Lot or Dwelling unit.

Any claim of lien which is to be recorded shall be executed and acknowledged by an officer of the Association and shall contain substantially the following: (1) name of delinquent owner; (2) street address and legal description of the Lot against which the claim of lien is being made, and (3) the total amount of the claim, interest thereon, collection costs and attorneys fees.

Section 9 - Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Notwithstanding anything expressly or impliedly contained in this Declaration, the By-Laws or the Articles to the contrary, the Declarant shall operate, maintain and manage the Common Area and have all the rights, duties and obligations of the Association set forth in this

Declaration for such purpose until the first day of the month following the first annual meeting of Members as provided in Article III of the By-Laws.

Annual and special assessments shall be levied, paid and enforced in the manner provided by this Declaration against the owners of all the Lots, including the Declarant, and subject to the right and obligation of Declarant to manage and operate the Common Area until the first annual meeting of Members.

ARTICLE VIII

ARCHITECTURAL AND SITE LOCATION CONTROL

Section 1: No building, fence, wall or other structure, or landscape planting, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change (including change in colors) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board to serve at

the pleasure of the Board. In the event an architect is not included on the committee, the committee shall retain an architect for consultation. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2: The architectural committee shall from time to time publish rules governing the conduct of its own affairs and the filing of plans with a mind to coordinate plans with governmental agencies in order to process same with the least inconvenience to the applicant and further shall publish its fee schedule for filings to offset expenses for handling all matters.

Section 3: The Architectural Committee shall:

a. Adopt and publish from time to time restrictions and requirements which must be met prior to issuing any approval to plans submitted.

b. Insure that plans do not violate the terms or requirements of this Declaration.

c. Insure that any construction or improvements placed on any Lot conform to the plans approved by the Architectural Committee.

d. Insure that any construction or improvements placed on any Lot conforms to municipal ordinances and State of Utah requirements.

e. The Architectural Committee, in its own name or on behalf of the Association, may exercise all available legal and equitable remedies to prevent or remove any unauthorized or unapproved construction or improvements on the Properties or any portion thereof.

Section 4: The approval by the Architectural Committee of any plans, drawings or specifications for any plans, improvements or construction, or for any matter requiring the Committee's approval, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

Section 5: Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Committee or any members thereof, so long as that with respect to the liability of a member of the

Committee, such member has acted in good faith on the basis of such information as may be possessed by him.

ARTICLE IX

PROJECT EXPANSION

1. Declarants specifically reserve the right and option to expand the project by including additional lots and common area subject to the following terms and conditions.

2. The expansion may occur at any time within seven (7) years from the date of recording this Declaration by the Declarants or their successors in interest amending this Declaration to include such additional land and providing that such land is subject to the provisions of this Declaration and the Home Owners Association, and effecting such transfers as may be required to legally accomplish such objectives, all of which can only occur after the County Commissioners have approved such property for development and addition to this project. There will be no consent of Lot Owners required for expansion under this Article IX. Expansion may occur under Article X, Section 4 when the terms of this Article are not met.

3. Attached hereto as Exhibit "B" is a description of all of the additional land which may be added in parts

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or its entirety from time to time said land to be hereinafter referred to as "additional land".

4. Such additional land may be added in parcels as the Declarants shall desire, provided only that after the parcels have been added, the ratio of Common Area to each Dwelling shall not have been decreased by more than twenty-five percent (25%) and further that there shall not be less than fifty percent (50%) of the land area in Common Area. Furthermore, in the event any Common Area improvements have been made at the expense of existing owners, the owners of any new addition shall pay their pro rata share of such expense at cost less reasonable depreciation provided that the cost of any improvements on such new additions shall be offset against such expenses. Any such additions may be made at any time and in any order, provided only that the boundary lines of the Common Area shall be contiguous with some boundary line of the existing Common Area, and that such Common Area will be added complete with irrigation system intact.

5. Improvements and Lots for ownership shall be located on such additional land substantially consistent with the Plan filed for the project with the Wasatch County Commissioner and subject to their approval.

6. Such additional land may be a condominium development declared under the Condominium Ownership Act

of the State of Utah, as amended, in which case the common area governed by the condominium association shall consist of the common area in buildings and on the land defined as the building lot or lots, which shall remain a sub-common area exclusive to the condominium owners. The common area may also include land and facilities included within the Open Area Easement, however, such common area shall be added and pooled with the common area previously owned by the Homeowners Association and in which the Lot owners, including each condominium unit owner, shall have an equal undivided interest and non-exclusive right to use.

7. Improvements placed on such additional land will primarily include residential structures but may include offices together with trades and services structures as well as Common Area recreational facilities.

8. To the extent reasonably possible, any improvements on such additional land will carry out the architectural theme established by the Architectural Committee.

ARTICLE X

GENERAL PROVISIONS

Section 1 - Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, and in the same manner as set forth in Article V §8b) hereof, all easements, restrictions,

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conditions, covenants, and management policies, and reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability: Invalidation of any one of the easements, covenants, conditions, management policies, restrictions, by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 - Amendment: The easements, covenants, conditions, restrictions and management policies of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Lot Owners owning not less than seventy-five percent (75%) of the Lots and all of the holders of deeds of trust which are of record prior to the effective date of such amendment. Any amendment must also be approved by the County Commission,

and must be recorded in the Office of the County Recorder before such amendment shall become effective.

Section 4 - Annexation: In addition to the provisions of Article IX, other land containing additional lots, common area, or both, may be annexed to the properties, and added to the coverage of this Declaration and the management of the Association, upon prior written approval of the Association by a majority vote of the members. In the event of such annexation, the owners of lots on the annexed land shall have the same rights, easements, and obligations with respect to the Association and the common area as the Owners under this Declaration, and any common area designated as such on the annexed land shall be subject to the same easements for the use and enjoyment of the owners of the original lots as is the original common area described in this Declaration.

Section 5 - Notice: Notice shall be deemed given to the Association and any member thereof under the terms of this Declaration on the day following the deposit of such notice in a United States Postal receptacle in any other counties of Utah, provided that postage is prepaid and the notice is addressed to whom it is directed at the address given to the Association as the current address of such

member or the Association. Such address designation may be changed by written notice to the Association of the new address.

The foregoing method of giving notice does not preclude the giving of actual notice in any other way.

ARTICLE XI

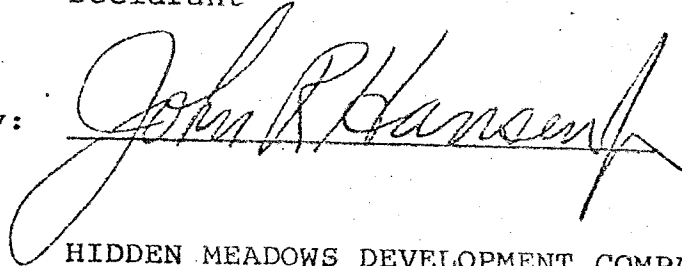
ACCESS EASEMENT

Declarants hereby provide and grant to each Lot Owner and the Canyon Meadows Home Owners Association for and on behalf of its members and the Lot Owners, a non-exclusive easement for ingress, egress, access and utilities, so long as and provided that Canyon Meadows Home Owners Association and the Lot Owners repair and maintain such access in conjunction with other Lot Owners who may be granted like non-exclusive easements. The easement is granted over that certain 60' roadway described in the attached Exhibit "D".

IN WITNESS WHEREOF, The undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of December, 1980.

S2-HM CORPORATION,
Declarant

By:

A handwritten signature in cursive script, appearing to read "John R. Hansen", written over a horizontal line.

HIDDEN MEADOWS DEVELOPMENT COMPANY

By: MOAB WICKENBURG CORPORATION

By:

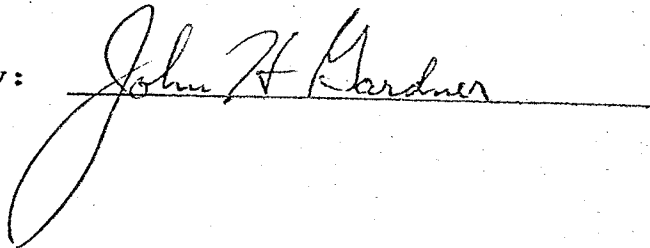
A handwritten signature in cursive script, appearing to read "John H. Gardner", written over a horizontal line.

EXHIBIT "A"

All of that certain property located in Wasatch County,
State of Utah, in Section 7, T.5S, R.4E, S.L. B & M described

S. 0° 15' E. along the section line 389.77 ft., and continuous
West 44.18 ft. from the West 1/4 Corner of S.7, thence
S. 9° 00' 00" E. 260.00 ft., thence
S. 25° 00' 00" W. 232.00 ft., thence
S. 55° 00' 00" W. 240.00 ft., thence
N. 81° 30' 34" W. 247.03 ft., to Real Point of Beginning, thence
N. 39° 00' 00" W. 316.80 ft., thence
N. 45° 00' 00" E. 47.28 ft., thence
N. 40° 17' 44" W. 782.55 ft., thence
N. 2° 00' 00" W. 222.00 ft., thence
N. 88° 00' 00" E. 160.00 ft., thence
N. 2° 00' 00" W. 50.00 ft., thence
N. 88° 00' 00" E. 185.00 ft., thence
N. 50° 15' 00" E. 910.00 ft., thence
N. 85° 30' 00" E. 211.00 ft., thence
S. 52° 30' 00" E. 1001.15 ft., thence
S. 48° 30' 00" W. 268.00 ft., thence
S. 40° 30' 00" E. 124.48 ft., thence

401.14 ft. along the arc of 1010.28 ft. radius curve to the right
whose chord bears S. 29° 07' 30" E. 398.51 ft., thence

S. 17° 45' 00" E. 358.45 ft., thence
S. 62° 47' 27" W. 207.13 ft., thence
S. 89° 09' 18" W. 184.98 ft., thence
S. 61° 26' 11" W. 255.98 ft., thence
S. 22° 04' 00" W. 940.27 ft., thence
S. 3° 16' 43" W. 221.44 ft., thence
S. 52° 38' 19" W. 130.88 ft., thence
N. 0° 15' 00" W. 84.48 ft., thence
West 197.62 ft., thence
N. 34° 33' 56" W. 282.37 ft., thence
N. 16° 00' 00" W. 613.00 ft., thence
N. 30° 00' 00" W. 282.00 ft., thence
N. 49° 00' 00" E. 156.00 ft. to the Point of Beginning.

Containing in area approximately 80.2 acres.

EXHIBIT "B"

All of that certain property located in Wasatch County,
State of Utah, described:

Commencing at the southeast corner, Section 12 T 5 S
R 3 E SL B & M; thence S 0.15 E 443.52'; thence S 62°
43' E 170.9'; thence N 40° 0' E 309.0'; thence S 64°
53' S 118.8'; thence N 64° 13' E 543.8'; thence S 25°
45' E 239.6 to the north right-of-way line of Highway
189; thence north easterly along said right-of-way
line, a distance of 1,370'; thence west 220'; thence
north S0'; thence west 125'; thence north 2,540'; thence
west 1,320'; thence north 380'; thence west 1,320';
thence south 1,320'; thence west 660'; thence south
1,320'; thence east 60'; thence south 1,980'; thence
east 660'; thence north 660'; thence east 660' to the
point of beginning.

EXHIBIT "C"
Common Area

All of that certain property located in Wasatch County,
State of Utah, in Section 7, T.58., R.4E, Salt Lake Base
and Meridian, described:

S. 0° 15' E. along the section line 389.77 ft., and continuing
West 44.18 ft. from the West 1/4 corner of S.7, to the Real Point
of Beginning, thence

N. 20°00'00" W. 500.00 ft., thence
N. 27°32'50" W. 156.37 ft., thence
N. 41°30'00" W. 151.49 ft., thence
N. 52°00'00" E. 90.68 ft., thence

S. 32°25'29" E. 168.10 ft., thence
N. 73°30'00" E. 188.72 ft., thence
S. 46°15'00" E. 677.54 ft., thence
N. 66°45'00" E. 175.00 ft., thence
S. 40°30'00" E. 124.48 ft., thence

401.14 ft. along the arc of a 1010.28' Radius curve to the right
whose chord bears S.29°87'30" E. 398.51, thence

S. 17°45'00" E. 358.45 ft., thence
S. 62°47'27" W. 207.13 ft., thence
S. 89°09'18" W. 184.98 ft., thence
S. 61°26'11" W. 255.98 ft., thence
S. 22°04'00" W. 940.27 ft., thence
S. 3°16'43" W. 221.44 ft., thence
S. 52°38'19" W. 130.88 ft., thence
N. 0°15'00" W. 84.48 ft., thence West 197.62 ft.
W. 197.62 ft., thence

N. 34°33'56" W. 282.37 ft., thence
N. 16°00'00" W. 613.00 ft., thence
N. 30°00'00" W. 282.00 ft., thence
N. 49°00'00" E. 156.00 ft., thence
S. 81°30'34" E. 247.03 ft., thence
N. 55°00'00" E. 240.00 ft., thence
N. 25°00'00" E. 232.00 ft., thence
N. 9°00'00" W. 260.00 ft., to the Point of Beginning

Containing in area approximately 44.0 acres.

EXHIBIT "D"

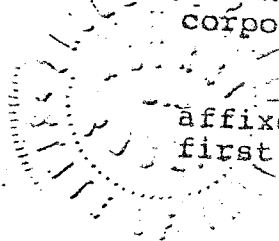
CENTERLINE DESCRIPTION OF A 60 FT. WIDE PRIVATE ROADWAY
FROM U. S. HIGHWAY 189 (Provo Canyon Road) TO CANYON MEADOWS
PLANNED DWELLING GROUP WASATCH COUNTY, UTAH.

A sixty (60.0) ft. wide private roadway, thirty (30.0) ft. on both sides of the following described centerline—beginning at a point in the right-of-way of U. S. Highway 189 which beginning point is South 2966.87 ft. and East 446.69 ft. from the West 1/4 corner of Section 7, Township 5 South, Range 4 East, Salt Lake Base and Meridian; thence North 47° 01' 16" West 132.70 ft.; thence North 40° 45' 27" West 189.50 ft.; thence 138.67 ft. along the arc of a 411.68 ft. radius curve to the left whose chord bears North 50° 24' 29" West 138.02 ft.; thence North 60° 03' 27" West 77.44 ft.; thence 133.07 ft. along the arc of a 68.65 ft. radius curve to the right whose chord bears North 4° 31' 44" East 113.20 ft.; thence 203.14 ft. along the arc of a 271.76 ft. radius curve to the right whose chord bears North 72° 07' 30" East 195.89 ft.; thence South 86° 45' East 65.00 ft.; thence 270.13 ft. along the arc of a 141.34 ft. radius curve to the left whose chord bears North 38° 30' East 230.86 ft.; thence North 16° 15' West 155.00 ft.; thence 235.93 ft. along the arc of a 117.29 ft. radius curve to the right whose chord bears North 41° 22' 30" East 198.12 ft.; thence South 81° 00' East 155.00 ft.; thence 179.43 ft. along the arc of a 163.19 ft. radius curve to the left whose chord bears North 67° 30' East 170.53 ft.; thence North 36° 00' East 375.00 ft.; thence 386.00 ft. along the arc of a 597.74 ft. radius curve to the left whose chord bears North 17° 30' East 379.33 ft.; thence North 1° 00' West 90.00 ft.; thence 297.86 ft. along the arc of a 1018.87 ft. radius curve to the left whose chord bears North 9° 22' 30" West 296.80 ft.; thence North 17° 45' West 421.31 ft.; thence 413.07 ft. along the arc of a 1040.28 ft. radius curve to the left whose chord bears North 29° 07' 30" West 410.35 ft.; thence North 40° 30' West 125.00 ft. to the line of Canyon Meadows Planned Development.

State of Idaho)
County of Ada) ss

On this 27th day of December, 1980, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared John R. Hansen, Jr., President and known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Bruce A. [Signature]
Notary Public in and for
the State of IDAHO
Residing at BOISE, IDAHO

State of Idaho)
County of Ada) ss

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Idaho personally appeared John H. Gardner, President, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for
the State of _____
Residing at _____