

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR

CREEKSIDE SUBDIVISION 00176096 Bk00288 Pg00004-00039

WASATCH COUNTY RECORDER-JOE DEAN HUBER
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DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
CREEKSIDE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CREEKSIDE SUBDIVISION (the "Declaration") made and executed this 7th day of November, 1994, by CRYSTAL PINE INVESTMENTS, a Utah General Partnership (the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property situated in Wasatch County, State of Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Declarant intends to develop the real property as a residential and agricultural development known and to be known as "Creekside - A 2-Lot Small Subdivision" and "Creekside - A 7-Lot Agricultural Exemption" (jointly referred herein as the "Project");

WHEREAS, Declarant desires to provide for the preservation of values and amenities within the Project and for the maintenance of roadways, fences, open spaces, and any other Common Areas or facilities to be developed as part of the Project; and to this end desires to subject the real property to the covenants, conditions, restrictions, uses, limitations, obligations, servitudes, easements, charges, liens, and other provisions (herein all together called "covenants and restrictions") set forth in this Declaration, each and all of which is and are for the benefit of the real property and the subsequent owners thereof;

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Project to create an Association to which will be delegated and assigned the powers and duties of maintaining and administering said Common Areas, administering and enforcing the provisions of this Declaration, and disbursing the charges and assessments herein created; and

WHEREAS, Declarant has caused to be formed Creekside Subdivision Homeowners Association, Inc., a Utah Non-Profit Corporation (the "Association"), for the purposes of carrying out the aforesaid powers, duties, and obligations.

NOW, THEREFORE, Declarant hereby declares that the real property is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants and restrictions hereinafter set forth, all of which are declared and agreed shall be in aid of the Project's plan of development; shall protect the value of the real property and the improvements comprising the Project; shall run with and bind the real property and all

persons having any right, title, or interest therein, their heirs, successors, and assigns; and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, the Association, and any person owning or acquiring an interest in the real property.

DECLARATION

ARTICLE I DEFINITIONS

When used in this Declaration (including that portion hereof captioned "RECITALS") each of the following terms shall have the meaning indicated:

1. **Assessment** shall mean an assessment levied to offset certain common and/or special expenses as the context so specifies.
2. **Association** shall mean Creekside Subdivision Homeowners Association, Inc., a Utah Non-Profit Corporation, its successors and assigns.
3. **Board of Trustees or Board** shall mean the governing board of the Association.
4. **Bylaws** shall mean the Bylaws of the Association, as amended from time to time, attached hereto as Exhibit "B" and incorporated herein by this reference.
5. **Common Areas** shall mean all portions of the Development except the Lots, and shall include all property owned by the Association for the common use and enjoyment of the Owners such as all undedicated roads or streets, certain fences, open spaces, and the like, together with all easements appurtenant thereto, whether or not expressly listed herein or on the Plat Map.
6. **Declarant** shall mean Crystal Pine Investments, a Utah General Partnership, its successors and assigns.
7. **Declaration** shall mean this Declaration of Covenants, Conditions, and Restrictions for Creekside Subdivision.
8. **Development** shall mean "Creekside - A 2-Lot Small Subdivision" and "Creekside - A 7-Lot Agricultural Exemption" as they exist at any given time.
9. **Lot** shall mean any designated lot of land within the Project.
10. **Lot Owner or Owner** shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Wasatch County, State of Utah) of a fee or undivided fee interest in any Lot, which is a part of the Development, including contract buyers. Notwithstanding any applicable theory relating to Mortgages, no Mortgagee shall be an Owner

unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it.

11. **Manager** shall mean any person or entity appointed or employed as Manager by the Association.

12. **Member** shall mean a member of the Association.

13. **Mortgage** shall mean any mortgage, deed of trust or trust deed, or other security instrument by which the Lot or any part thereof is encumbered.

14. **Mortgagee** shall mean and include any person named as a mortgagee or beneficiary under a recorded Mortgage as defined above.

15. **Officer or Officers** shall mean an Officer or Officers of the Association.

16. **Plat Map or Plat** shall mean and refer jointly to the "Creekside - A 2-Lot Small Subdivision" and the "Creekside - A 7-Lot Agricultural Exemption", and by reference made a part hereof, creating Common Areas and a total of nine (9) Lots, as the same may be amended or supplemented.

17. **Project** shall mean "Creekside - A 2-Lot Small Subdivision" and "Creekside - A 7-Lot Agricultural Exemption" as they may exist at any given time.

18. **Property** shall mean all land covered by this Declaration, including Common Areas and Lots, and shall consist of the land described in ARTICLE II hereof.

19. **Reimbursement Assessment** shall mean a charge against a particular Owner and his Lot for the purpose of reimbursing the Association for costs incurred in bringing the Owner and his Lot into compliance with the provisions of this Declaration, the Bylaws, the rules and regulations of the Association, or any other charge designated as a Reimbursement Assessment in this Declaration, the Bylaws, or the rules and regulations of the Association, together with costs, interest, attorney's fees, and other charges payable by such Owner, pursuant to the provisions of this Declaration.

20. **Residence** shall mean a structure which is designed and intended for use and occupancy as a personal residence, together with all improvements located on the same Lot and used in conjunction with such residence.

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ARTICLE II
PROPERTY DESCRIPTION

The property described in Exhibit "A" is to be subject to the provisions of this Declaration, and shall be held, transferred, sold, conveyed, and assigned subject to the provisions herein.

ARTICLE III
NATURE AND INCIDENTS OF OWNERSHIP

1. **Membership in Association.** Every Owner upon acquiring fee simple title to a Lot shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Lot ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Lot.
2. **Undivided Interest in Common Areas.** Each Lot Owner shall have, for each Lot owned, a specified undivided interest in and to the Common Areas; as the same is established in Exhibit "C" attached hereto.
3. **Use of Common Areas.** Subject to the limitations contained in this Declaration, each Lot Owner shall have the non-exclusive right to use and enjoy the Common Areas designated herein and on the Plat Map.
4. **Duty of Owner to Pay Taxes on Lot Owned.** It is understood that each Lot in the Project is subject to separate assessment and taxation of each taxing authority and special district which has such jurisdiction over the Project for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Lot Owner will pay and discharge any and all taxes and assessments which may be assessed against such Owner relative to his Lot.
5. **Duty to Pay Association Assessments.** Each Lot Owner is obligated to pay and discharge all Assessments and charges levied by the Association as set forth herein.
6. **Voting Rights.** Any and all actions taken by the Association shall be first approved by two-third's (2/3's) vote or consent of the Lot Owners. All Members of the Association shall be Owners. Members shall be entitled to one (1) vote per acre or fractional part thereof.
7. **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot, the votes relating to such Lot shall be exercised as such Owners may determine among themselves. Votes cast at any Association meeting by any such Owners, whether in person or by proxy, shall be conclusively presumed to be the votes attributable to the Lot concerned unless

an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the Co-Owners as shown on the Record of Ownership maintained by the Association shall be entitled to cast the votes.

8. **Record of Ownership.** Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of a contract buyer, a copy of the sales contract) to him of his Lot and shall file a copy of such conveyance document with the Secretary of the Association, who shall maintain a Record of Ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a Mortgage which has priority over the lien of any assessment provided herein shall notify the Secretary of the Association of the name and address of the Mortgagee, and also of the release of such Mortgage; and the Secretary of the Association shall maintain all such information in the Record of Ownership.

9. **Exhibit "C".** Exhibit "C" attached to this Declaration and made a part hereof furnishes the following information with respect to each Lot: (a) Lot number; (b) appurtenant undivided percentage ownership in the Common Areas; and (c) number of votes.

ARTICLE IV
ASSOCIATION

1. **Status and General Authority of Association.** The Project shall be managed, operated, and maintained by the Association of the Lot Owners. The Association, through its Board of Trustees and Officers, shall have the power to do any and all things which may be authorized, required, or permitted to be done under law and by virtue of this Declaration and Bylaws, including the power to levy and collect Assessments as hereinafter provided. Without limiting the generality of the foregoing, the Association shall have the following authorities and powers:

A. The authority, upon the necessary prior approval of the Lot Owners and Mortgagees (if required by the terms of their Mortgage), to grant or create on such reasonable terms as deemed advisable, utility and similar easements over, under, across, and through the Common Areas.

B. The authority to execute and record, on behalf of all Lot Owners, any Amendments to the Declaration or the Plat Map which have been approved by vote or consent of the Lot Owners necessary to authorize such Amendments as provided in this Declaration.

C. The power to sue and be sued.

D. The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of the Lot Owners necessitated by the subject-matter of the agreement has been obtained.

E. The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained, including that of any Mortgagee if required by the terms of its Mortgage.

F. The power and authority to purchase, or otherwise acquire, and accept title to, any interest in real property so long as such action has been authorized by the vote or consent which is necessary under the circumstances.

G. The power and authority to add any interest in real property obtained pursuant to Paragraph F above to the Project, so long as such action has been authorized by the necessary vote or consent.

H. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out its function or to insure that the Project is maintained and used in a manner consistent with the interests of the Lot Owners. All such rules and regulations established by the Association shall be established in writing.

I. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

J. The Association shall obtain and maintain in force such policies of insurance required by the provisions of this Declaration, and such insurance policies or bonds as the Association may deem appropriate for the protection and benefit of the Declarant, the Association, the Owners, and any members, agents, or employees of the same.

K. To have the power and authority to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Association, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

L. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Association and the Lot Owners. Any instrument executed by the Association relating to the Common Areas of the Project that recites facts which, if true, would establish the Association's power and authority to accomplish thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

M. In fulfilling any of its duties under this Declaration, the Association shall have the power and authority to: (i) pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed in the fulfillment of any of its obligations and duties of maintenance, repair, operation, or administration; and (ii) obtain, contract, pay for, or otherwise provide for: (a) construction, maintenance, repair, and landscaping of the Common

Areas on such terms and conditions as the Association shall deem appropriate; (b) such utility services, including (without limitation) water, sewer, trash removal, electrical, telephone, cable television, and natural gas services, as the Association may from time to time deem desirable; (c) the services of architects, engineers, attorneys, certified public accountants, and such other professional or nonprofessional services as the Association may deem desirable; (d) fire, police, and such other protection services as the Association may deem desirable for the benefit of the Owners; and (e) such materials, supplies, equipment, services, and labor as the Association may deem necessary.

2. **Composition of Association; Board of Trustees; Officers; Election; Vacancy.** The Association is comprised of all the Members/Lot Owners in the Project. The Board of Trustees of the Association shall be elected by and from the general membership of the Association as more specifically provided in the Bylaws. The Board of Trustees shall be composed of four (4) members from whom shall be elected the following Officers of the Association: President, Vice President, Secretary, and Treasurer. The Trustees shall be elected each year at the Annual Meeting of the Members of the Association, and each shall hold office for a period of one (1) year. Members shall serve as Trustees until their successors are elected. Only Lot Owners or spouses of Lot Owners, and officers, directors, or agents of Owners other than individuals, shall be eligible to hold the position of Trustee. At the Annual Meeting each Lot Owner may vote his percentage of undivided ownership interest in favor of as many Trustee positions as there are to be filled (not to be construed as permitting cumulative voting).

3. **Rights and Duties.** The Association shall be responsible for the general management and administration of the Project. It is understood that the Association has the obligation to maintain the Common Areas of the Project.

4. **Maintenance of Common Areas.** The Association shall maintain, repair, replace, and landscape the Common Areas and improvements; it being understood and agreed that each Lot Owner shall maintain, repair, replace, and landscape his Lot and improvements thereon.

5. **Right of Delegation to Manager.** The Association may carry out any of its functions which are capable of delegation through a Manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. All agreements between the Association and a Manager shall be in writing and previously approved by the Lot Owners.

6. **Personal Property Ownership and Use.** The Association may acquire and hold for the use and the benefit of all the Owners tangible and intangible personal property and any interest in such property as shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas.

7. **Limitation of Liability and Indemnification of Trustees and Officers.** No Trustee or Officer of the Association acting in good faith shall be personally liable to any Owner, guest,

lessee, or any other person for any error or omission of the Association and its representatives and employees. Each Trustee and Officer shall be indemnified and held harmless by the Lot Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorney's fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a Trustee or Officer of said Association.

ARTICLE V ASSESSMENTS

1. **Personal Liability and Lien.** Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the Assessments described in this ARTICLE V, together with interest, costs, and attorney's fees, if and when applicable. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal joint and several obligation of the Owner or Owners of such Lot at the time the assessment becomes due. A lawsuit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and separately liable with the grantor for all such unpaid Assessments, interest, costs, and attorney's fees which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

2. **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Development. The use made by the Association of funds obtained from assessments may include payment of the cost of: (a) taxes and insurance on the Common Areas; (b) maintenance, repair, and improvements of the Common Areas; (c) establishment and funding of a reserve to cover major repair or replacement or improvement within the Common Areas; and (d) any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Bylaws.

3. **Basis of Assessments.** All Assessments shall be uniform in application upon an acreage owned basis. The total annual, monthly, or other periodic Assessments against the Lots shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Project. The amount of the annual, monthly, or other periodic Assessments shall be previously approved by two-third's (2/3's) or more of the Lot Owners.

4. **Apportionment of Assessments.** Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among the Lots in proportion to their respective undivided interest in the Common Areas assessable by the Association.

5. **Notice and Payment of Assessments.** Assessments shall be made on a calendar year basis. The Association shall give written notice to each Owner as to the amount of the annual, monthly, or other periodic Assessment with respect to his Lot not less than thirty (30) days prior to the beginning of the next calendar year; provided, however, that the first annual, monthly, or other periodic Assessment shall be for the balance of the calendar year remaining after the day fixed by the Association as the date of commencement of the Assessment. Each annual, monthly, or other periodic Assessment shall be due and payable in full and in advance on or before the beginning of the year, month, or other designated period. Each Assessment shall earn interest at the rate of fifteen percent (15%) per annum from the date it becomes due and payable if not paid within fifteen (15) days after such date. The first annual, monthly, or other periodic Assessment becomes due and payable upon the date the Lot Owner purchases his Lot, whether by conveyance of title or entering into a contract of sale and purchase, and thereafter each annual, monthly, or other periodic payment shall be due and payable in advance.

6. **Special Assessments.** In addition to the annual, monthly, or other periodic Assessments authorized hereunder, the Association may levy Special Assessments payable over such period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Any amount assessed pursuant thereto shall be assessed to Owners in proportion to their respective undivided interest in and to the Common Areas. The amount of the Special Assessments shall be previously approved by two-third's (2/3's) or more of the Lot Owners. Notice in writing of the amount of such Special Assessment and the time for payment thereof shall be given promptly to the Owners. A Special Assessment, or any portion thereof as determined by the Association shall bear interest at the rate of fifteen percent (15%) per annum from the date it becomes due and payable if not paid within fifteen (15) days after such date.

7. **Reimbursement Assessment on Specific Lot.** In addition to the annual, monthly, or other periodic Assessment and any Special Assessment authorized herein, the Association may levy at any time Reimbursement Assessments: (a) on every Lot especially benefitted by any improvement to adjacent roads, sidewalks, fences, planting areas, or other portions of the Common Areas made by the written request of the Owner of the Lot to be charged; (b) on every Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to the provisions of this Declaration. The aggregate amount of any such Reimbursement Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such Reimbursement Assessment may be made in advance of the

performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted.

8. **Liens for Unpaid Assessments.** All sums assessed to any Lot pursuant to this ARTICLE V, together with interest thereon as provided herein, and all costs, expenses, and attorney's fees incurred, with or without lawsuit or before or after judgment, in collecting delinquent accounts or foreclosing against the Lots concerned, shall be secured by a lien on such Lot in favor of the Association and, upon recording of a Notice of Lien by the Association shall be a lien upon the Lot prior to all other liens and encumbrances, recorded or unrecorded, except: (a) first Mortgages; (b) tax and special assessment liens on the Lot in favor of any governmental assessment authority or special improvement district; and (c) any other encumbrances on the interest of the Lot Owner recorded prior to the date of a Notice of Lien provided for herein is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

9. **Consent by Lienors.** All lienors acquiring liens on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instrument creating such liens.

10. **Notice of Lien.** To evidence a lien for sums assessed pursuant of this ARTICLE V, the Association may prepare a written Notice of Lien setting forth the amount of the Assessment, the due date, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such Notice shall be signed by or on behalf of the Association and may be recorded in the Office of the Wasatch County Recorder, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by foreclosure by the Association in the same manner in which Mortgages or Trust Deeds on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the Notice of Lien, and all reasonable attorney's fees. All such costs, expenses, and attorney's fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the subject Lot as the Owner thereof.

11. **Release of Lien.** A Release of Notice of Lien shall be executed by or on behalf of the Association and recorded in the Office of the Wasatch County Recorder, State of Utah, upon payment of all sums and secured by a lien which has been made the subject of a recorded Notice of Lien.

ARTICLE VI
PROPERTY RIGHTS, CONVEYANCES, AND EASEMENTS

1. **Easement Concerning Common Areas.** Each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas. Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas necessary for access to his Lot. Such right and easement shall be appurtenant to, and shall pass with, title to each Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot.

2. **Form of Conveyancing; Leases.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved by said Lot's specific legal metes and bounds description and/or substantially as follows:

The following described tract of land situated in Wasatch County, State of Utah, to wit:

Lot No. _____ as contained within the "Creekside - A 2-Lot Small Subdivision" / "Creekside - A 7 Lot Agricultural Exemption" as the same is identified in the Plat Map for "Creekside - A 2-Lot Small Subdivision" / "Creekside - A 7 Lot Agricultural Exemption" recorded on _____, 1994 in the Wasatch County Recorder's Office, State of Utah, as Plat No. _____ (as said Plat may have been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions for Creekside Subdivision recorded on _____, 1994 in Wasatch County Recorder's Office, State of Utah, as Entry No. _____, in Book _____, on Pages _____, et seq. (as said Declaration may have been amended or supplemented).

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration.

SUBJECT TO restrictions, covenants, easements, encumbrances, and rights-of-way of record, visible by inspection or otherwise.

Whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Any Lease of a Lot shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration and the Bylaws of the Association, and that any failure by the Lessee to comply with the terms of such documents shall be a default under the Lease.

3. **Limitations on Easement.** An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

A. The right of the Association to govern by rules and regulations the use of the Common Areas by the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner.

B. The right of the County of Wasatch, State of Utah, and any other governmental or quasi-governmental body having jurisdiction over the Property to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other governmental or municipal service.

C. The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association; provided that such dedication or transfer must first be consented to in writing by: (a) all holders of Mortgages secured by Lots; and (b) all Owners of the Lots.

4. **Easement for Utility Service.** There is hereby created a blanket easement upon, across, and under the Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to, water (irrigation, domestic, and culinary), drainage, sewer, natural gas, telephone, cable television, electricity, and other utility services. All such easement areas within the Lots shall be maintained by the respective Lot Owner. The courses of existing open irrigation water ditches on the Lots in the Project shall not be altered by the Owner without the prior written approval of the Association.

5. **Easements for Encroachments.** If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist.

6. **Easements for Construction and Development Activities.** Declarant reserves easements and rights of ingress and egress over, under, along, across, and through the Property and the right to make such noise, dust, and other disturbance as may be reasonably incident to or necessary for the: (a) improvement of the Common Areas and construction, installation, and maintenance of roads, fences, walkways, landscaping, and other improvements designed for the use and enjoyment of some or all of the Owners; and (b) construction, installation, and maintenance on lands within, adjacent to, or serving the Property of roads, fences, walkways, and other facilities planned for dedication to appropriate governmental authorities. The reservations contained in this Section 6 shall expire five (5) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Wasatch County, State of Utah.

7. **Easement to Association.** The Association shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

ARTICLE VII
IMPROVEMENTS AND WATER RIGHTS

1. **Improvements.** The improvements included in the Project are described on the Plat Map. The Project consists of a total of nine (9) Lots. Each Lot shall have access to underground utility services, including natural gas, electricity, and telephone lines. Other utility services may be available to the Lot Owners in the future. Each Lot has ingress and egress access by a private road and entrance which is part of the Common Area of the Project. A standard type and style of fencing, as determined by the Association, shall be constructed around the perimeter of the Project, Lots, and road ways. Only the fence around the perimeter of the roadways shall constitute a Common Area of the Project to be maintained by the Association. All fences constructed around the perimeter of the Lot boundary lines shall be maintained by the respective Lot Owner(s). Lot Owners are required to install at their expense individual septic tank systems for the Residences constructed thereon.

2. **Water Rights.** The Project has been authorized two water well permits. Multi-Home water well hook-ups may be available by application. Each Lot shall possess as an appurtenance thereto one (1) share of water stock per acre. Culinary water and/or a pressurized irrigation system may be available to the Lot Owners in the future. The Lot Owners each acknowledge that currently no fire hydrants are to be installed on the Project, and accordingly, said Lot Owners accept any and all liabilities associated therewith. However, in the event culinary water is available and approved by the Association to be installed on the Project, at that time fire hydrants may be installed therewith. None of the water rights less than one (1) water share per acre, or future division thereof, are to be transferred in a manner which would alienate them from the parcel with which they are associated without written permission of the Association. Said water and water rights are to be put to beneficial use upon the Lots for culinary and agricultural purposes. This provision shall not prevent the water and water rights from being used in any change or exchange application for the purpose of establishing a culinary water well if there is a need for the same on the premises.

ARTICLE VIII
RESTRICTIONS

1. **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable thereto.

2. **Use of Lots and Residences.** No Lot in the Project shall be used except for residential and agricultural purposes, and are restricted to such uses. No Lot or Residence shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Residence, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in the cancellation or an increase in the cost of any insurance covering the Common Areas.

3. **Leasing.** A Lot Owner may Lease his Lot and Residence. All Leases shall be in writing executed by the Owner and the Lessee/Tenant, and shall contain a specific statement that the Lease is subject to the provisions of this Declaration.

4. **Enforcement of Land Use Restrictions.** The following persons have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration: (a) the Declarant, so long as it has any interest in any of the Property; (b) any Owner; or (c) the Association. The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

ARTICLE IX **ARCHITECTURAL CONTROL**

1. **Architectural Standards.** All Residences (with the special exception of the Owner of Lot 2 of Creekside - A 2-Lot Small Subdivision) shall be required to have high quality construction (no factory built or prefabricated homes) with at least 1,400 square feet on the main level and an attached two (2) car garage. All Residences, structures, landscaping, and other improvements within the Project shall conform to and harmonize with the existing surroundings and structures.

2. **Approval Procedure.** Prior to construction, all plans and specifications shall be submitted to the Association to verify compliance with the Architectural Standards set forth in Section 1 above.

3. **Diligent Prosecution to Completion.** Once begun, any improvements, construction, landscaping, or alterations approved by the Association shall be diligently prosecuted to completion.

4. **Fences.** It is the general intention of the Association that all perimeter fencing within the Project have continuity of appearance in keeping with the setting and surroundings of the Property. The term "perimeter fencing" is defined to mean fences along or near the Lot boundary lines and road ways. All perimeter fencing shall be of a type and style specified by the Association.

ARTICLE X **INSURANCE**

1. **Insurance.** The Association shall secure or cause to be secured such policies of liability insurance for bodily injury and property damage, fire and hazard insurance, fidelity bond coverage, or other types of insurance to insure the Common Areas and the Association or the Owners and others against such risks as the Association may deem advisable. Such insurance

policies shall provide such coverages and protections, provide such insurable amounts, and contain such endorsements as deemed advisable by the Association.

2. **Review of Insurance.** The Association shall periodically, and whenever requested by twenty five percent (25%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and actions taken on such review to the Owner of each Lot and to the holder of any Mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Association shall be available for inspection by any Owner.

3. **Lots and Residences Not Insured by Association.** The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage, or other insurance covering any Lot and acts and events thereon. Accordingly, Owners of Lots in the Development are advised to obtain fire, extended coverage, and liability insurance to the full replacement value of their Residence constructed on such Owner's Lot.

ARTICLE XI
RIGHTS OF MORTGAGEES

As provided herein, the Association may from time to time amend this Declaration to adopt such provisions regarding the rights of Mortgagees as the Association deems necessary and appropriate.

ARTICLE XII
ASSOCIATION BYLAWS

The Bylaws of the Association are attached hereto as Exhibit "B" and incorporated herein by this reference.

ARTICLE XIII
MISCELLANEOUS

1. **Notices.** Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the last known address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the President of the Association.

2. **Amendment.** The vote of at least two-third's (2/3's) of the Members of the Association shall be required to amend this Declaration or the Plat Map. Any amendment so authorized shall

be accomplished through the recordation of an instrument executed by the Association. In such instrument the Association shall certify that the vote required by this Section for amendment has occurred.

3. **Consent in Lieu of Vote.** In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of the Owners, whether present or represented by proxy at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes outstanding in connection with the class of membership concerned.

4. **Enforcement.** Each Lot Owner shall comply strictly with the provisions of this Declaration, the rules and regulations promulgated pursuant thereto, as the same may be lawfully amended from time to time, and with the decisions adopted pursuant to this Declaration and the rules and regulations. Defaulting Owners shall pay all costs and expenses incurred in enforcing the provisions hereof, including reasonable attorney's fees and costs and monies paid and due for damages or injunctive relief, or both, maintainable by the Association or in a proper case by an aggrieved Lot Owner.

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

6. **Reserve Fund.** The Association may establish an adequate reserve to cover the costs of reasonably predictable and necessary major repairs and replacements of the Common Areas and may cause such reserve to be funded by regular monthly or other periodic Assessments or Special Assessments as deemed appropriate.

7. **Declarant's Rights Assignable.** All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

8. **Interpretation.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction, and enforcement of this Declaration, and the parties consent to jurisdiction and venue in the Courts of Wasatch County, State of Utah.

9. **Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives,

successors, and assigns. Each Owner or occupant of a Lot or Residence shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10. **Division of Lots.** The Owners of Lots 3, 4, 6, 7, 8, and 9 of the Project shall be entitled to divide their respective Lot into two (2) separate parcels without the prior approval of the Association; provided, however, that neither of the two (2) separate parcels are less than five (5) acres. The Owner(s) of Lot 5 of the Project shall be entitled to divide his/their Lot without the prior approval of the Association; provided, however, that the separate parcels are not less than two (2) acres. The Owners of Lots 1 and 2 of the Project shall not be entitled to divide their respective Lots without the prior approval of the Association. Any Lot Owner who desires to divide his Lot, as provided herein, shall take all legal and necessary steps, and shall obtain all necessary consents and approvals, and shall bear all the costs and expenses associated with the division of the Owner's Lot.

11. **Limited Liability.** Neither the Declarant, the Association, the Board of Trustees of the Association, nor any member, agent, or employee of the same shall be liable to a party for any action or omission for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

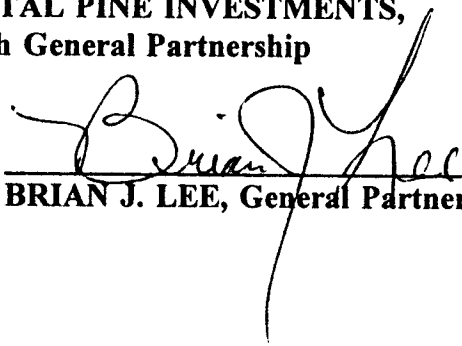
12. **Effective Date.** This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, State of Utah.

EXECUTED by Declarant on the day and year first above written.

"DECLARANT"

CRYSTAL PINE INVESTMENTS,
A Utah General Partnership

By:


BRIAN J. LEE, General Partner

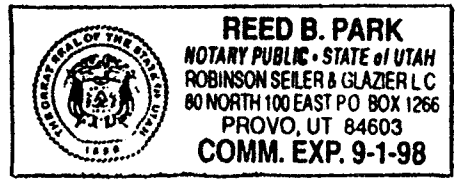
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STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of November, 1994, personally appeared before me, a Notary Public in and for the State of Utah, BRIAN J. LEE, who represented to me that he is a General Partner of CRYSTAL PINE INVESTMENTS, a Utah General Partnership, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Partnership.

Reed B. Park
NOTARY PUBLIC

Residing In Provo, Utah
My Commission Expires 9-1-98



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EXHIBIT "A"

The following described tracts of land situated in Wasatch County, State of Utah, to wit:

LOT 1:

COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R5E, SLB&M; THENCE N89°53'41"E A DISTANCE OF 293.48 FEET TO THE POINT OF BEGINNING,

THENCE NORTH A DISTANCE OF 251.64 FEET;

THENCE EAST A DISTANCE OF 347.10 FEET;

THENCE SOUTH A DISTANCE OF 251.00 FEET;

THENCE S89°53'41"W A DISTANCE OF 347.11 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 2.00 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS, ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY INSPECTION OR OTHERWISE.

LOT 2:

COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R5E, SLB&M; THENCE N89°53'41"E A DISTANCE OF 640.59 FEET TO THE POINT OF BEGINNING,

THENCE N51°24'39"E A DISTANCE OF 439.03 FEET;

THENCE S47°28'30"E A DISTANCE OF 403.40 FEET;

THENCE S89°53'41"W A DISTANCE OF 640.46 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 2.01 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS, ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY INSPECTION OR OTHERWISE.

LOT 3:

COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R5E, SLB&M;

THENCE N00°40'31"W ALONG A FENCELINE A DISTANCE OF 861.68 FEET;

THENCE EAST A DISTANCE OF 338.72 FEET;

THENCE S56°15'52"E A DISTANCE OF 270.68 FEET;

THENCE S38°06'43"E A DISTANCE OF 180.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 500 FEET AND A BEGINNING RADIAL OF S72°02'41"E;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°57'19";

THENCE SOUTH A DISTANCE OF 163.14 FEET;

THENCE WEST A DISTANCE OF 347.10 FEET;

THENCE SOUTH A DISTANCE OF 251.64 FEET;

THENCE S89°53'41"W A DISTANCE OF 293.48 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 10.00 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS, ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY INSPECTION OR OTHERWISE.

LOT 4:

COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R5E, SLB&M; THENCE N00°40'31"W A DISTANCE OF 861.68 FEET TO THE POINT OF BEGINNING,

THENCE N00°40'31"W A DISTANCE OF 443.41 FEET;
THENCE EAST A DISTANCE OF 707.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 150.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
THENCE SOUTH A DISTANCE OF 185.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 300.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°26'41";
THENCE S31°26'41"W A DISTANCE OF 160.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°29'22";
THENCE N38°06'43"W A DISTANCE OF 180.28 FEET;
THENCE N56°15'52"W A DISTANCE OF 270.68 FEET;
THENCE WEST A DISTANCE OF 338.72 FEET TO THE POINT OF BEGINNING,
CONTAINING APPROXIMATELY 10.01 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS,
ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY
INSPECTION OR OTHERWISE.

LOT 5:

COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R5E, SLB&M; THENCE N89°53'41"E A DISTANCE OF 640.59 FEET TO THE POINT OF BEGINNING,

THENCE NORTH A DISTANCE OF 414.14 FEET TO TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°39'07";
THENCE N31°26'41"E A DISTANCE OF 160.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 300.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°26'41";
THENCE NORTH A DISTANCE OF 185.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 150.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°56'26";
THENCE EAST A DISTANCE OF 464.10 FEET;
THENCE S00°02'20"E ALONG A FENCELINE A DISTANCE OF 1236.40 FEET;
THENCE N47°28'30"W A DISTANCE OF 403.40 FEET;
THENCE S51°24'39"W A DISTANCE OF 439.03 FEET TO THE POINT OF BEGINNING,
CONTAINING APPROXIMATELY 13.77 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS,
ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY
INSPECTION OR OTHERWISE.

LOT 6:

COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R5E, SLB&M; THENCE N00°40'31"W A DISTANCE OF 1305.09 FEET TO THE POINT OF BEGINNING;

THENCE N00°40'31"W ALONG A FENCELINE A DISTANCE OF 65.58 FEET;
THENCE N00°16'02"W ALONG A FENCELINE A DISTANCE OF 747.42 FEET;
THENCE S65°42'29"E A DISTANCE OF 724.36 FEET;
THENCE SOUTH A DISTANCE OF 515.00 FEET;
THENCE WEST A DISTANCE OF 655.96 FEET TO THE POINT OF BEGINNING;
CONTAINING APPROXIMATELY 10.02 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS,
ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY
INSPECTION OR OTHERWISE.

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LOT 7:
 COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R3E, SLB&M; THENCE N00°40'31"W A DISTANCE OF 1370.67 FEET; THENCE N00°16'02"W A DISTANCE OF 747.42 FEET TO THE POINT OF BEGINNING;
 THENCE N00°16'02"W ALONG A FENCELINE A DISTANCE OF 508.77 FEET;
 THENCE N89°40'13"E ALONG A FENCELINE A DISTANCE OF 662.61 FEET;
 THENCE SOUTH A DISTANCE OF 810.57 FEET;
 THENCE N65°42'29"W A DISTANCE OF 724.36 FEET TO THE POINT OF BEGINNING,
 CONTAINING APPROXIMATELY 10.01 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS,
 ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY
 INSPECTION OR OTHERWISE.

LOT 8:
 COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R3E, SLB&M; THENCE N00°40'31"W A DISTANCE OF 1370.67 FEET; THENCE N00°16'02"W A DISTANCE OF 747.42 FEET; THENCE S65°42'29"E A DISTANCE OF 724.36 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH A DISTANCE OF 810.57 FEET;
 THENCE N89°40'13"E ALONG A FENCELINE A DISTANCE OF 639.01 FEET;
 THENCE S00°47'35"W ALONG A FENCELINE A DISTANCE OF 562.92 FEET;
 THENCE S68°17'08"W A DISTANCE OF 679.42 FEET TO THE POINT OF BEGINNING,
 CONTAINING APPROXIMATELY 10.00 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS,
 ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY
 INSPECTION OR OTHERWISE.

LOT 9:
 COMMENCING AT A POINT NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R3E, SLB&M; THENCE N00°40'31"W A DISTANCE OF 1370.67 FEET; THENCE N00°16'02"W A DISTANCE OF 747.42 FEET; THENCE S65°42'29"E A DISTANCE OF 724.36 FEET TO THE POINT OF BEGINNING;
 THENCE N68°17'08"E A DISTANCE OF 679.42 FEET;
 THENCE S00°47'35"W ALONG A FENCELINE A DISTANCE OF 527.28 FEET;
 THENCE S03°08'42"E ALONG A FENCELINE A DISTANCE OF 286.17 FEET;
 THENCE S00°02'20"E ALONG A FENCELINE A DISTANCE OF 19.65 FEET;
 THENCE WEST A DISTANCE OF 464.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 150.00 FEET AND A BEGINNING RADIAL OF S36°03'34"W;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°03'34";
 THENCE WEST A DISTANCE OF 51.08 FEET;
 THENCE NORTH A DISTANCE OF 515.00 FEET THE POINT OF BEGINNING,
 CONTAINING APPROXIMATELY 10.00 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS,
 ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY
 INSPECTION OR OTHERWISE.

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OVERALL BOUNDARY DESCRIPTION

BEGINNING AT A FENCE CORNER WHICH IS NORTH A DISTANCE OF 38.00 FEET AND EAST A DISTANCE OF 13.25 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTH 1/4 CORNER OF SECTION 9, T4S, R5E, SLB&M; THENCE N00°40'30"W A DISTANCE OF 1370.67 FEET; THENCE N00°16'02"W A DISTANCE OF 1256.19 FEET; THENCE N89°40'13"E A DISTANCE OF 1301.62 FEET; THENCE S00°47'35"W A DISTANCE OF 1090.21 FEET; THENCE S03°08'42"E A DISTANCE OF 286.17 FEET; THENCE S00°02'20"E A DISTANCE OF 1256.05 FEET; THENCE S89°53'41"W A DISTANCE OF 1281.05 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 77.84 ACRES.

SUBJECT TO RESTRICTIONS, COVENANTS, EASEMENTS, ENCUMBRANCES, AND RIGHTS-OF-WAY OF RECORD, VISIBLE BY INSPECTION OR OTHERWISE.

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EXHIBIT "B"

BYLAWS

OF

CREEKSIDE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.
(A Utah Non-Profit Corporation)

ARTICLE I
NAME AND LOCATION

The name of the Corporation is **CREEKSIDE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Utah Non-Profit Corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located at **1002 South State, Orem, Utah, 84058.**

ARTICLE II
DEFINITIONS

The terms defined in ARTICLE I of the Declaration of Covenants, Conditions, and Restrictions for Creekside Subdivision shall apply to these Bylaws.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent Annual Meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day of the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the Board of Trustees or twenty-five (25%) of the votes of all of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address appearing

on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a Special Meeting, the purpose of the meeting.

Section 4. Place of Meetings. The Board of Trustees may designate any place within the State of Utah as the place of meeting for any Annual Meeting or for any Special Meeting. If no designation is made, the place of meeting shall be the principal office of the Association.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, seventy-five percent (75%) of the votes of all of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Voting. The Association shall have a total voting percentage of one hundred percent (100%). The voting percentage appurtenant to each Lot and membership shall be as set forth in Exhibit "C" attached to the Declaration. Any and all actions taken by the Association shall be previously approved by at least two-third's (2/3's) of the Lot Owners. Multiple record Owners of a single Lot shall be unanimous in their single vote for such Lot; otherwise such Lot shall not be represented by their votes.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV **BOARD OF TRUSTEES**

Section 1. General Powers. The business and affairs of the Association shall be managed by its Board of Trustees as provided in these Bylaws and the Declaration. The Board of Trustees may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they deem proper. The Board of Trustees shall have power to:

a. Adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

b. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

c. Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive Regular Meetings of the Board of Trustees;

d. Employ a Manager, an independent contractor, or such other employees as they deem necessary or prudent, and to prescribe their duties; and

e. Employ accountants, general contractors, attorneys, title officers, or such other professionals as may be deemed necessary or prudent and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by at least twenty-five percent (25%) of the Members;

b. Supervise all agents and employees of this Association, and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

(1) Fix the amount of the Assessments;

(2) Send to each Lot Owner written notice of each Assessment; and

(3) Execute, record, enforce, and foreclose the Lien against any Lot for which Assessments are not paid.

d. Issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board of Trustees for the issuance of these certificates. A certificate shall be conclusive evidence of such payment;

e. Procure and maintain adequate liability and hazard insurance on property owned by the Association, as it may deem appropriate, as more fully described in the Declaration;

f. Cause all agents or employees having fiscal responsibilities to be bonded, as it may deem appropriate, and as provided in the Declaration; and

g. Cause the Common Areas to be maintained.

Section 3. Elections. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Number. The affairs of this Association shall be managed by a Board of four (4) Trustees. The number of Trustees may be changed from time to time by an amendment to these Bylaws and the Declaration, but never less than three (3) nor greater than seven (7).

Section 5. Term of Office. The Trustees of the Association shall hold office for a period of one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 6. Regular Meetings. Regular Meetings of the Board of Trustees shall be held monthly, without notice, at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 7. Special Meetings. Special Meetings of the Board of Trustees may be called by the President of the Association or by any two (2) Trustees. The Secretary of the Association shall give notice of the time, place, and purpose or purposes of each Special Meeting to each Trustee by written notice at least three (3) days before the meeting.

Section 8. Quorum. A majority of the members of the Board of Trustees shall constitute a quorum for the transaction of business, but less than the quorum may adjourn any meeting from time to time until the quorum shall be present, whereupon the meeting may be adjourned without further notice. Every act or decision done or made by the majority of the Trustees present at a duly held meeting shall be regarded as the act of the Board. At any meeting at which every Trustee shall be present, even though without any notice, any business may be transacted.

Section 9. Manner of Acting. At all meetings of the Board of Trustees, each Trustee shall have one (1) vote. The act of a majority present at a meeting shall be the act of the Board of Trustees, provided a quorum is present.

Section 10. Vacancies. A vacancy in the Board of Trustees shall be deemed to exist in case of death, resignation, or removal of any Trustee, or if the authorized number of Trustees be increased, or if the Members fail at any meeting of Members at which any Trustee is to be elected, to elect the full authorized number to be elected at that meeting.

Section 11. Removal. Any Trustee may be removed from the Board with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Trustee, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 12. Resignation. A Trustee may resign at any time by delivering written notification thereof to the President of the Association. Resignation shall become effective upon its acceptance by the Board of Trustees; provided, however, that if the Board of Trustees has not acted thereon within ten (10) days from the date of its delivery, the resignation shall upon the tenth (10th) day be deemed accepted.

Section 13. Presumption of Assent. A Trustee of the Association who is present at a meeting of the Board of Trustees at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action to the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor such action.

Section 14. Compensation. By Resolution of the Board of Trustees, the Trustees may be paid their expenses, if any, of attendance at each meeting of the Board of Trustees, and may be paid a fixed sum for attendance at each meeting of the Board of Trustees or a stated salary as Trustee. No such payment shall preclude any Trustee from serving the Association in any other capacity and receiving compensation therefore.

Section 15. Emergency Power. When, due to a natural disaster or death, a majority of the Trustees are incapacitated or otherwise unable to attend the meetings and function as Trustees, the remaining members of the Board of Trustees shall have all the power necessary to function as a complete Board, and for the purpose of doing business and filling vacancies shall constitute a quorum, until such time as all Trustees can attend or vacancies can be filled pursuant to these Bylaws.

Section 16. Informal Resolution of Board of Trustees. Unless otherwise provided by law, any action required to be taken at a duly authorized meeting of the Board of Trustees may be taken without a formal meeting, provided the Resolution is placed in writing in the Minute Book of the Association, setting forth the action taken by the Trustees, and the same is signed by all the members of the Board of Trustees entitled to vote with respect to the subject-matter thereof. Any Resolution shall be as effective as any Resolution passed by a majority of the members of the Board of Trustees at any lawful meeting duly authorized and called.

ARTICLE V
OFFICERS

Section 1. Enumeration of Officers. The Officers of the Association shall be a President, a Vice-President, Secretary, and a Treasurer.

Section 2. Election of Officers. The election of Officers shall be by and from the Board of Trustees.

Section 3. Multiple Offices. The Offices of Secretary and Treasurer may be held by the same person.

Section 4. Duties. The duties of the Officers are as follows:

a. **President.** The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Trustees. The President shall see that orders of the Board of Trustees are carried out; shall sign all contracts and other written instruments; shall co-sign all checks and promissory notes of the Association; and shall have all of the general powers and duties that are usually vested in the office of President of a similar type association.

b. **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Trustees.

c. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Association and the Board of Trustees; serve notice of meetings of the Board of Trustees and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Trustees.

d. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by the Board of Trustees; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its Annual Meeting and deliver a copy of each to the Members; and shall perform such other duties as required by the Board of Trustees.

ARTICLE VI **BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

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ARTICLE VII
CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Trustees may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loan or advances shall be contracted on behalf of the Association, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Association shall be mortgaged, pledged, hypothecated, or transferred as security for the payment of any loan, advance, indebtedness or liability of the Association, unless and except as authorized by the Board of Trustees. Any such authorization may be general or confined to specific instances.

Section 3. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees may select, or as may be selected by any Officer or agent authorized to do so by the Board of Trustees.

Section 4. Checks and Drafts. All notes, drafts, acceptances, checks, endorsements, and evidences of indebtedness of the Association shall be signed by such Officer or Officers or such agent or agents of the Association and in such manner as the Board of Trustees from time to time may determine. Endorsements for deposit to the credit of the Association in any of its duly authorized depositories shall be made in such manner as the Board of Trustees from time to time may determine.

ARTICLE VIII
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, monthly, or other periodic Assessments, Special Assessments, or Reimbursement Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the Lien against the Lot, and interest, costs, and reasonable attorney's fees of any 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 non-use of the Common Areas or abandonment of his Lot.

ARTICLE IX
AMENDMENTS AND CONFLICTS

Section 1. These Bylaws may be amended, at an Annual or Special Meeting of the Members, by two-third's (2/3's) or more of the votes of the Members.

Section 2. In the event of a conflict in any of the provisions of any such documents, the documents of the Association shall govern or control in the following order or preference: (a) the Declaration; (b) the Articles of Incorporation; (c) the Bylaws; and (d) the rules and regulations.

ARTICLE X
INDEMNIFICATION

Section 1. Indemnification. No Officer or Trustee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Officer or Trustee performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person, and his heirs and administrators, who shall serve at any time hereafter as a Trustee or Officer of the Association from and against any and all claims, judgments, and liabilities to which such persons shall become subject by reason of his having heretofore or hereafter been a Trustee or Officer of the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Trustee or Officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability, including power to defend such person from all suits or claims; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which he may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The Association, its Trustees, Officers, employees, and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

Section 2. Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, Officer, or employee, and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 3. Insurance. The Association may, but is not required to, purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer, or employee of the

Association, or is or was serving at the request of the Association as a Trustee, Officer, employee, or agent of another corporation, partnership, limited liability company, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against liability under the provisions of this Section.

Section 4. Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by its Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

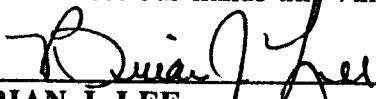
ARTICLE XI
GENERAL PROVISIONS

Section 1. Waiver of Notice. Whenever any notice is required to be given to any Member or Trustee of the Association under the provisions of these Bylaws, the Articles of Incorporation, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of such meetings, except where attendance is for the express purpose of objecting to the legality of that meeting.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. No Liability of Members. Except as provided in these Bylaws and in the Declaration, the Members are not individually or personally liable for the debts or obligations of the Association.

IN WITNESS WHEREOF, we, being all of the Trustees of **CREEKSIDE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Utah Non-Profit Corporation, have hereunto set our hands this 7th day of November, 1994.



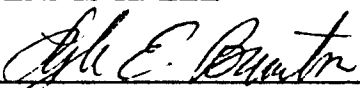
BRIAN J. LEE



DENNIS K. LEE



SCOTT H. LYTGOE



LYLE E. BRERETON

EXHIBIT "C"

CREEKSIDE - A 2-LOT SMALL SUBDIVISION

<u>LOT</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS</u>	<u>VOTES</u>
Lot #1	2.570%	2.00
Lot #2	2.580%	2.01

CREEKSIDE - A 7-LOT AGRICULTURAL EXEMPTION

<u>LOT</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS</u>	<u>VOTES</u>
Lot #3	12.850%	10.00
Lot #4	12.865%	10.01
Lot #5	17.700%	13.77
Lot #6	12.870%	10.02
Lot #7	12.865%	10.01
Lot #8	12.850%	10.00
Lot #9	<u>12.850%</u>	<u>10.00</u>
TOTAL	<u>100.000%</u>	<u>77.82</u>

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