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WASATCH COUNTY CORPORATION
For: BEAUFONTAINE

AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BEAUFONTAINE AT SPRING LAKE

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR BEAUFONTAINE AT SPRING LAKE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAUFONTAINE AT SPRING LAKE (this "Declaration") is made and executed as of November 27, 2007, by BEAUFONTAINE HOLDINGS, LLC, a Utah limited liability company (the "Declarant") and amends, restates and supercedes in its entirety that certain Declaration of Covenants, Conditions and Restrictions for Beaufontaine at Spring Lake, recorded on August 16, 2006, as Entry No. 306166, in Book 882, at Page 506-543 in the office of the County Recorder for Wasatch County (the "Original Declaration").

RECITALS:

A. The Declarant owns certain real property located in Wasatch County, State of Utah, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

B. The Property is subject to the Original Declaration.

B. The Declarant desires to amend and restate the Original Declaration in its entirety to add additional land to the Property and to change certain other terms and provisions thereof.

NOW, THEREFORE, the Declarant hereby amends and restates the Original Declaration as set forth herein, and declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

1. **DEFINITIONS.** As used in this Declaration, the following terms shall have the meanings given them below:

1.1 "Annual Assessment" shall mean an assessment levied pursuant to Section 5.4 hereof.

1.2 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association on file or to be filed with the Utah Department of Commerce, Division of Corporations and Commercial Code.

1.3 "Assessment" shall mean any Annual Assessment, Special Assessment, Individual Assessment, or Transfer Assessment.

1.4 "Association" shall mean Beaufontaine at Spring Lake Owners Association, a Utah nonprofit corporation.

- 1.5 “Board of Directors” or “Board” shall mean the board of directors of the Association elected in accordance with the Governing Documents.
- 1.6 “Building” shall mean any of the buildings constructed in the Development.
- 1.7 “Bylaws” shall mean the Bylaws of the Association.
- 1.8 “Common Areas” shall mean all real property within the Property which is not included within a Unit.
- 1.9 “Common Expense Fund” shall have the meaning given it in Section 5.4(a).
- 1.10 “Common Expenses” shall have the meaning given it in Section 5.4(a).
- 1.11 “Common Facilities” shall mean all real and personal property, including Buildings, improvements, furniture, furnishings, equipment, facilities and other property and interests therein at any time leased, acquired, owned or held by the Association for the use and benefit of the Owners and all other property (real, personal or mixed) hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. Common Facilities shall be deemed to be part of the Common Areas.
- 1.12 “Declarant” shall mean Beaufontaine Holdings, LLC, a Utah limited liability company, and its successors and assigns.
- 1.13 “Declarant Control Period” shall mean the period commencing on the date hereof and ending on the date on which the total votes outstanding in the Class A memberships exceeds the total votes outstanding in the Class B memberships, or ten (10) years from the date of the recording of this Declaration, whichever is soonest.
- 1.14 “Eligible Mortgagee” shall mean a mortgagee or beneficiary under a trust deed encumbering a Unit who has requested notice in writing of certain matters from the Association in accordance with Section 10.1.
- 1.15 “Eligible Votes” shall mean those votes of the Owners available to be cast at a meeting of the Association called for such purpose. A vote which is for any reason suspended is not an “Eligible Vote.”
- 1.16 “Family” shall mean a group of natural persons residing in the same Unit and maintaining a common household.
- 1.17 “Governing Documents” shall mean the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations.
- 1.18 “Guest” shall mean a temporary visitor, invitee or person whose presence within the Development is approved by or is at the request of a Resident.

1.19 "Improvement" shall mean all structures and fixtures constructed on the Property, including but not limited to all Buildings; plumbing, electrical, heating, air conditioning and utility systems; roads, walkways, driveways, parking areas, fences, and retaining walls.

1.20 "Individual Assessment" shall mean an Assessment levied pursuant to Section 5.6.

1.21 "Majority" shall mean more than fifty percent (50%) of the total Eligible Votes.

1.22 "Manager" shall mean the person or entity engaged to manage and operate the Development.

1.23 "Mortgage" shall mean either a mortgage or deed of trust encumbering a Unit, but shall not mean or refer to an executory contract of sale.

1.24 "Mortgagee" shall mean a mortgagee or a beneficiary under a mortgage or deed of trust encumbering a Unit, but shall not mean or refer to a Seller under an executory contract of sale.

1.25 "Notice and Hearing" shall mean the procedure which gives an Owner or resident due process.

1.26 "Owner" shall mean the person who is the owner of record (in the office of the County Recorder of Wasatch County, Utah) of a Unit. The term "Owner" does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.27 "Plat" shall mean the Plat Map or Plat Maps of BEAUFONTAINE AT SPRING LAKE on file in the office of the County Recorder of Wasatch County as they may be amended from time to time. The Plat will show the location of the Units, Common Areas and Limited Common Areas.

1.28 "Property" shall mean all of the real property described on Exhibit A and submitted to this Declaration.

1.29 "Resident" shall mean an Owner or a tenant of an Owner who is residing in a Unit.

1.30 "Residential Building" shall mean any Building containing one or more Units.

1.31 "Rules and Regulations" shall mean the rules and regulations established by the Board of Directors to control, regulate or establish guidelines for the conduct of Owners, Residents, Guests, and others in the Development.

1.32 "Special Assessment" shall mean an Assessment levied pursuant to Section 5.5.

1.33 "Transfer Assessment" shall mean an Assessment levied pursuant to Section 5.7.

1.34 "Unit" shall mean each of the dwelling units to be constructed on the Property and intended for use as the residence of a single Family, as such Units are identified and depicted on the Plat.

2. THE DEVELOPMENT; COMMON AREAS.

2.1 Description of Improvements. The Development shall include 99 Units, comprising Residential Buildings containing one, two, or three Units each. The location of the Residential Buildings and the Units shall be as shown on the Plat. The Development will also include roads, driveways, sidewalks, curbs, landscaping, stormwater drainage and retention facilities, and other improvements of a less significant nature. All roads shall be dedicated to Wasatch County for the use of the public unless otherwise designated on the Plat.

2.2 Conveyance of Common Areas. Declarant shall convey the Common Areas to the Association prior to the first conveyance of a Unit to an Owner other than Declarant.

2.3 No Partition. The Common Areas shall be owned by the Association, and no Owner may bring any action for partition thereof.

2.4 Easement of Enjoyment. Each Resident shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Unit. Any Owner may delegate the right and easement of use and enjoyment granted by this Section to any Guests of such Owner.

2.5 Limitation 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 suspend an Owner's voting rights in the Association and an Owner's right to use the recreational portions of the Common Areas for any period during which (i) an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Association; and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

(b) The right of the Association to impose reasonable limitations on the number of Guests per Owner who at any given time are permitted to use the Common Areas;

(c) Any right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed and agreed to by at least two thirds (2/3) of the membership in each class of members shall have been recorded, except that the Board of Directors shall have authority to transfer to such public agencies utilities, permits, licenses, easements and rights-of-way which are intended to benefit the Development and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Owners; and

(d) The right of Wasatch County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children; and providing other governmental or municipal service.

2.6 Separate Mortgage by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber its Unit. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof. Any Mortgage or other encumbrance of any Unit within the Development shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

2.7 Separate Taxation. Each Unit shall be deemed to be a legal parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah, or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. Taxes, assessments and other charges pertaining to the Common Areas shall be Common Expenses.

2.8 Mechanic's Lien. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or its agent or subcontractor shall create any right to file a statement of mechanic's lien against any interest in the Common Areas.

2.9 Easements for Maintenance, Cleaning and Repair. The Association shall have the irrevocable right to have access to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair (emergency or otherwise) or replacement of any Common Areas or Common Facilities or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas, the Common Facilities, or to any Unit.

2.10 Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration.

2.11 Easement for Completion of Development. The Declarant shall have a transferable easement over and on the Common Areas for the purpose of doing all things necessary or appropriate to complete construction of the Development and to make improvements as shown on the Plat. To the extent that damage is inflicted on any part of the Development by any person utilizing this easement, the Declarant and the person causing the damage shall be liable to the Association for the prompt repair of such damage.

3. THE ASSOCIATION.

3.1 Membership. Each Unit shall be entitled to one membership in the Association. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. Each Owner shall be entitled and required to be a member of

the Association. Ownership of a Unit within the Development cannot be separated from membership in the Association; each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Unit. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner.

3.2 Memberships and Votes.

(a) Voting Classes. The Association shall have two classes of voting memberships:

(i) Class A: Class A memberships shall be all memberships except the Class B memberships held by the Declarant and each Owner shall be entitled to one (1) Class A membership for each Unit that Owner owns.

(ii) Class B: The Class B memberships shall be held only by the Declarant. The Declarant shall be entitled to one (1) Class B membership for each Unit (constructed or unconstructed) owned by the Declarant.

(b) Voting Rights. The Declarant shall be entitled to three (3) votes for each Class B membership it holds. Each other Owner shall be entitled to one (1) vote for each Class A membership held by that Owner, subject to the authority of the board to suspend the voting rights of the Owner for violations of this Declaration in accordance with the provisions hereof.

(c) Multiple Owners of One Unit. If a particular Unit is owned by more than one owner, the vote relating to that Unit shall be exercised as such owners may determine among themselves. No Unit shall be entitled to more votes than described in subsection (b) above, regardless of the number of persons having an ownership interest in the Unit. A vote cast at any Association meeting by any of such owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another owner of the same Unit. In the event such an objection is made, the vote of that Unit shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

(d) Termination of Class B Memberships. The Class B memberships shall cease and be converted to Class A memberships, on the basis of the number of Units owned by the Declarant, when the Declarant no longer owns any Units or is no longer actively marketing Units it owns.

(e) Board of Directors. The Association shall be managed by the Board of Directors, which shall be elected in accordance with the Governing Documents.

3.3 Initial Board. Until the expiration of the Declarant Control Period, Tracy Smith, Kevin Jewkes, and Matt Greene (or such other persons as may be appointed by the Declarant) shall serve as the Board of Directors.

4. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND THE BOARD OF DIRECTORS.

4.1 Compliance. The administration of the Development shall be in accordance with the provisions of the Governing Documents.

4.2 The Common Areas. The Board of Directors, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities) and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair. All goods and services procured by the Board of Directors in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

4.3 Miscellaneous Goods and Services. The Board of Directors may, on behalf of the Association, obtain and pay for such services, including legal and accounting services, as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Development or for the enforcement of this Declaration.

4.4 Real and Personal Property. The Board of Directors may acquire and hold on behalf of the Association real, personal and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise, provided that, except in the course of replacing Common Facilities at the end of their useful lives, (i) any sale or other disposition of any real, personal or mixed property by the Board of Directors wherein the value of such property exceeds Ten Thousand Dollars (\$10,000); or (ii) any purchase of any real, personal or mixed property by the Board of Directors for an amount in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by a vote of sixty-seven percent (67%) of the Eligible Votes, either by written ballot or at a meeting duly called for that purpose. The cost of all such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

4.5 Rules and Regulations. The Board of Directors may make reasonable rules and regulations governing the use of the Units, the Common Areas, and all parts of the Development ("Rules and Regulations"), which Rules and Regulations shall be consistent with the rights and duties established by this Declaration.

4.6 Granting Easements. The Board of Directors may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, permits, easements, licenses and rights-of-way over, under, across and through the Common Areas for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Development.

4.7 Implied Rights. The Association, acting through the Board of Directors, may exercise any right, power or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

4.8 Power of Attorney and Amendments. Each Owner makes, constitutes and appoints the Association its true and lawful attorney in its name, place and stead to make, execute, sign, acknowledge and file with respect to the Development such amendments to this Declaration and the Plat as may be required by law or by vote taken pursuant to the provisions of this Declaration.

4.9 Delegation of Management Responsibilities. The Board may delegate some of its management responsibilities to a professional management company, an experienced on-site manager, independent contractors, or any combination thereof. The termination provision of any such contract must not require a termination penalty or any advance notice of more than sixty (60) days, and no such contract shall be for a term greater than one (1) year; provided, however, that such a contract may provide that the term of the contract will automatically be renewed unless the Board terminates such contract in writing prior to the commencement of the renewed term.

4.10 Lists of Unit Owners and Eligible Mortgagees. The Board shall maintain up-to-date records showing: (a) the name of each Owner, the address of such person, and the Unit which is owned by him or her; and (b) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Unit which is encumbered by the Mortgage held by such person or entity. In the event of any transfer of a fee or an undivided fee interest in a Unit, either the transferor or transferee shall furnish the Board with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Wasatch County, Utah. The Board may for all purposes act and rely on the information concerning Unit ownership in its records or, at its option, the records of the County Recorder. The address of any Owner shall be deemed to be the address of the Unit owned by such person unless the Board is otherwise advised in writing.

5. ASSESSMENTS.

5.1 Agreement to Pay Assessments.

(a) Each Owner of any Unit (excluding Declarant), by the acceptance of a deed therefor, whether or not it be so expressed in such deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all Assessments made by the Association for the purposes provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time as provided in this Article. The obligation of an Owner to pay Assessments shall commence on the later of the date on which the Owner accepts a deed conveying title to the Unit or the date on which a certificate of occupancy pertaining to the Unit is issued by the applicable governmental authority.

(b) During the Declarant Control Period, in lieu of paying Assessments on Units it owns, Declarant shall pay the difference, if any, between the amount of Assessments levied on all other Units subject to assessment and the amount of the actual expenditures of the Association during the fiscal year. Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials,

or by a combination of these. After termination of the Declarant Control Period, Declarant shall pay Assessments on its unsold Units in the same manner as any other Owner.

5.2 Use of Assessments. The Assessments provided for herein shall be used for the general purpose of operating the Development, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of the Common Areas and Common Facilities, and regulating the Development, all as may be more specifically authorized from time to time by the Board.

5.3 Apportionment. Common Expenses and Special Assessments shall be apportioned among, and assessed to, all Units and their Owners based on the relative square footage of the Units. The portion of Common Expenses and Special Assessments allocated to a given Unit shall be a fraction, the numerator of which is the square footage of the Unit and the denominator of which is the aggregate square footage of all the Units.

5.4 Annual Assessments. Annual Assessments shall be computed and assessed against all Units as follows:

(a) Common Expenses. Annual Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas (the "Common Expenses") for the fiscal year to which such Annual Assessments pertain. Such Common Expenses may include, without limitation, the following: Expenses of management; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate reserve fund for maintenance, repairs, and replacement of those Common Area improvements and Common Facilities that must be replaced on a periodic basis (the "Reserve Fund"); and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. All funds received from Annual Assessments shall be part of the Common Expense Fund. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and the Reserve Fund for capital expenses which together shall constitute the Common Expense Fund. The Reserve Fund shall be established for the periodic maintenance, repair and replacement of all or any portion of the Common Areas the Association has the authority or the obligation to maintain, repair or replace, and shall be expended only for such purpose. The Board of Directors shall include in Annual Assessments amounts necessary to adequately maintain the Reserve Fund, as determined by periodic inspections, commissioned by the Board of Directors, of all Common Areas and Common Facilities.

(b) Annual Budget. Annual Assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following, provided the first fiscal year shall begin on the date of this Declaration. At least thirty (30) days prior to the end of each fiscal year, the Board of Directors shall prepare a proposed budget which shall itemize the estimated Common Expenses for the upcoming fiscal year,

anticipated receipts (if any) and any deficit or surplus from the prior fiscal year. Notwithstanding the foregoing, however, if the Board of Directors fails for any reason to establish the budget and Assessments for the succeeding year, then and until such time as a new budget and new Assessment schedule shall have been established, the budget and the Assessments in effect for the then current year shall continue for the succeeding year. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as the major guideline under which the Development shall be operated during such fiscal year.

(c) Increases in Annual Assessments. The Board of Directors may increase Annual Assessments without the vote of the Owners so long as the amount of the increased Annual Assessment does not exceed one hundred twenty-five percent (125%) of the Annual Assessment for the preceding fiscal year. Any Annual Assessment in an amount greater than one hundred twenty-five percent (125%) of the Annual Assessment for the preceding fiscal year shall require the approval of a Majority of the Eligible Votes cast at an annual or special meeting.

(d) Notice and Payment. Except with respect to the first fiscal year, the Board of Directors shall notify each Owner in writing as to the amount of the Annual Assessment against its Unit on or before December 1 each year for the fiscal year beginning on January 1 next following. Except as otherwise provided by the Board, each Annual Assessment shall be payable in twelve equal installments, one such installment due on the first day of each calendar month. The Association shall have the right to charge a late fee equal to five percent (5%) of any Assessment not paid within fifteen (15) days of the due date thereof. In addition, all unpaid installments of any Annual Assessment shall bear interest at the rate established by the Board of Directors from fifteen (15) days after the date each such installment became due until paid. The failure of the Board of Directors to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such Assessment. The first Annual Assessment on each Unit shall be prorated for the number of months remaining in the fiscal year from the date on which the Unit becomes assessable.

(e) Failure to Assess. The omission or failure of the Board of Directors to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

5.5 Special Assessments.

(a) Authority. In addition to the Annual Assessments, the Board of Directors may, on behalf of the Association, levy, at any time and from time to time, on the conditions set forth below, Special Assessments, payable over such periods as the Board of Directors may determine, for the purpose of paying, in whole or in part, the cost of any

construction or reconstruction, unexpected repair or replacement of all or any portion of the Common Areas, or for any other expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses).

(b) Vote Required. Any Special Assessment in an amount greater than Two Thousand Five Hundred Dollars (\$2,500.00) per Unit shall require the affirmative vote of sixty-seven percent (67%) of the votes of each class of members who are voting in person or by proxy at a meeting called for such purpose. Notice of the meeting shall be sent to all Owners no less than thirty (30) nor more than sixty (60) days before the meeting. At the meeting, the presence of Owners, in person or by proxy, entitled to cast sixty percent (60%) of the Eligible Votes 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 Owners entitled to cast thirty percent (30%) of the Eligible Votes.

(c) Not an Independent Source of Authority. This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections or articles of this Declaration. Special Assessments shall be apportioned among and assessed to the Units and their Owners equally. Notice in writing of the amount of each Special Assessment and the time by which payment is due shall be given promptly to the Owners; no payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate established by the Board of Directors not to exceed eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from Assessments under this Section shall be part of the Common Expense Fund.

(d) Benefit Only to Specific Unit. Notwithstanding anything to the contrary herein, if a Common Expense is incurred for a specific purpose which is intended to benefit less than all of the Units, then such Common Expense shall be allocated among those Units benefited according to the benefit received, and assessed to such Units as an Individual Assessment.

5.6 Individual Assessments. Individual Assessments shall be levied by the Board of Directors against a Unit and its Owner to reimburse the Association for:

- (a) The allocated share of the cost of insurance coverage for the Residential Buildings;
- (b) Fines and assessments of costs levied against such Owner in accordance with this Declaration;
- (c) Costs associated with any maintenance, repair, replacement or reconstruction performed or to be performed by the Association for which the Unit Owner is responsible;
- (d) Any other charge, fee, due, expense, or cost designated as an Individual Assessment in the Governing Documents; and

(e) Attorney's fees, interest, and other charges relating thereto as provided in this Declaration.

5.7 Transfer Assessment. Upon any transfer, pledge, or alienation of a Unit, the Association shall levy a Transfer Assessment against the new Owner and the Unit purchased by such Owner in an amount equal to one-sixth (1/6) of the current Annual Assessment, to cover the costs to the Association of effectuating any such transfer of ownership upon the books of the Association, to perpetuate the Reserve Fund, and/or to reduce the Common Expenses of the Development, as determined by the Board of Directors.

5.8 Lien for Assessments.

(a) All sums assessed to Owners of any Unit within the Development pursuant to the provisions of this Article, together with late charges and interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. To evidence such a lien, the Board of Directors may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Wasatch County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment.

(b) Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law. If the Board of Directors elects to foreclose the lien in the same manner as foreclosures of deeds of trust, then the Owner by accepting a deed to a Unit hereby irrevocably appoints the attorney of the Association, provided such attorney is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated § 57-1-23 (1953), as amended. In addition, the Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

(c) In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Board of Directors shall have the right and power on behalf of the Association to bid in at any foreclosure sale and to hold, lease, mortgage or convey the subject Unit in the name of the Association.

5.9 Personal Obligation of Owner. The amount of any Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such

personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of its Unit or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment of unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

5.10 Personal Liability of Purchaser. The personal obligation of an Owner to pay unpaid Assessments against its Unit shall not pass to successors in title unless assumed by them. Notwithstanding the foregoing, a lien to secure unpaid Assessments shall not be affected by the sale or transfer of the Unit unless by foreclosure of a first Mortgage recorded before the delinquent Assessment was due, in which case the foreclosure will extinguish the lien for any Assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further Assessments.

5.11 Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or the Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

5.12 Suspension of Right to Vote for Non-Payment. The right of an Owner to vote on issues concerning the Association shall be suspended if the Owner is delinquent in the payment of Assessments, and has failed to cure to make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

5.13 Attorney-in-Fact. Each Owner by accepting a deed to a Unit hereby irrevocably appoints the Association as its attorney-in-fact to collect rent from any person renting the Unit, if the Unit is rented and the Owner is delinquent in its Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the renter, against rent due, for the amount of money paid to the Association.

5.14 Evidence of Payment of Assessments. Upon receipt of a written request by an Owner or any other person, the Association within a reasonable period of time thereafter shall issue to such Owner or other person a written certificate stating (a) that all Assessments (including interest, costs and attorneys' fees, if any) have been paid with respect to any specified Unit as of the date of such certificate, or (b) if all Assessments have not been paid, the amount of such Assessments (including interest, costs and attorneys' fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or mortgagee on, the Unit in question.

6. **USE RESTRICTIONS.**

6.1 **Use.** No Unit shall be used except for single Family residential purposes. No Building or other structure of any kind shall be erected, altered, placed or permitted to remain on any portion of the Development except with the prior written approval of the Board of Directors. The use of the Units and the Common Areas shall comply with all applicable laws, ordinances and regulations.

6.2 **Nuisance.** No Owner, Resident, or Guest shall create or maintain, or engage in any activity which would constitute, a nuisance in, on or about the Development. A "nuisance" includes but is not limited to the following:

(a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Unit or the Common Areas;

(b) The storage of any item or property that will cause any Unit or the Common Areas to appear to be in an unclean or untidy condition or that will be noxious to the senses or otherwise disturb the peace, quiet, safety, comfort, or serenity of the other Residents at the Development;

(c) Having any devices or items, instruments, equipment, machinery, fixtures, or things the possession of which is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Development by other Residents or Guests.

(d) Unreasonable noise in, on or about any Unit or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.

(e) Any activity which creates or causes an unreasonable amount of traffic in, on or about the Development, especially after 10:00 p.m. and before 7:00 a.m.

6.3 **Unsightly Work, Hobbies or Unkempt Conditions.** The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of the Development.

6.4 **Garbage, Refuse & Debris.** Each Owner and resident shall regularly remove from the Unit owned or occupied by such Owner or resident all rubbish, trash, refuse, waste, dust, debris and garbage. All containers for the storage or disposal of such material shall be kept in a clean and sanitary condition, shall be stored out of the view of the general public provided, however, that such containers may appropriately be placed for collection not more than twenty-four (24) hours prior to any scheduled collection date and shall be removed from the view of the general public promptly after being emptied.

6.5 **Subdivision of a Unit.** No Unit shall be subdivided or partitioned.

6.6 **Firearms and Incendiary Devices.** No Owner, Resident, Guest, or other person shall discharge firearms or possess or use incendiary devices within the Development. The term

“firearms” includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

6.7 Temporary Structures. No Owner or resident shall place upon any part of the Development any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Board of Directors. Anything to the contrary notwithstanding and until the Declarant Control Period, Declarant may install and use temporary structures in the construction and development of the Development and the marketing of Units.

6.8 Landscaping. No Owner shall install any landscaping on any portion of the Common Areas without the prior written consent of the Board of Directors. The Declarant shall install landscaping in the Common Areas, and such landscaping shall be maintained by the Association.

6.9 Exterior Alteration. No Owner shall make any alterations or modifications to the exterior of any Buildings, fences, railings, or walls situated within the Development without the prior written consent of the Board of Directors.

6.10 Signs; Flags. No signs shall be erected or displayed on the Common Areas or any Unit except signs placed by authority of the Board of Directors. The Board of Directors shall have the right to regulate the display of flags within the Development, including the right to prohibit the display of flags and the right to require removal of flags the Board of Directors deems inappropriate in its sole discretion.

6.11 Solar Equipment. No Owner may install any solar energy device without the express written consent of Board of Directors. If approved, solar panels are to be integrated into the roof design. Panels and frames must be compatible with roof colors and all equipment must be screened from view.

6.12 Business Use. No business or other commercial activity may be conducted in or from any Unit unless: a) the existence or operation of the business or commercial activity is not apparent or detectable by sight, sound, or smell from outside the Unit and is properly licensed; b) the business or commercial activity conforms to all zoning requirements for the Development; c) the business or commercial activity does not involve persons coming onto the Development who do not reside in the Development or door-to-door solicitation of residents of the Development; and d) the business or commercial activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board of Directors. Notwithstanding the foregoing, the leasing of a residence shall not be considered a business or commercial activity.

6.13 Recreational and Commercial Vehicles. No recreational vehicles, including without limitation motor homes, tractors, golf carts, mobile homes or trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, and boat trailers (collectively, “Recreational Vehicles”), shall be stored in the Development except enclosed within a garage or in an area designated and operated by the Association for the parking of

Recreational Vehicles. No Recreational Vehicle shall be parked on a street in the Development for a period longer than forty-eight (48) hours without specific written permission from the Board. No Recreational Vehicle or motor vehicle of any kind shall be repaired, constructed or reconstructed upon any driveway, street, or Common Area in the Development, except that these restrictions shall not apply to emergency repairs. The Association may, at its option, designate an area in the Development for the parking of Recreational Vehicles, and may charge a reasonable fee for the use of such designated area. No vehicles painted with or otherwise displaying commercial advertising, logos, or business names exceeding five (5) square feet per side or containing visible commercial materials, tools, equipment, or cargo extending beyond the length or width of the vehicle or oversized vehicles (those vehicles wider or longer than a standard parking space, having more than two (2) axles, or weighing more than 6,000 pounds) may park within the Development except (i) as reasonably necessary in connection with construction of Units, Common Areas, and other improvements in the Development, or (ii) for periods of less than twenty-four (24) hours to deliver goods or provide services to the Association or a Resident.

6.14 Antennae. All antennas, excluding satellite dish antennas, shall be enclosed within the attic or interior of a Unit. Satellite dish antennas, no larger than twenty-four (24) inches in diameter, shall be allowed provided their location is approved by the Board of Directors. No TV satellite dishes or TV or radio antennas shall be installed on any Unit without the prior written consent of the Board of Directors.

6.15 Windows and Window Coverings. No coverings of any type shall be used to cover any exterior window of any Unit. Interior window coverings shall be limited to plantation style horizontal shutters or 2 ½ inch or larger width horizontal wood blinds. All window coverings that are visible from the street or neighboring properties shall be of earth tone colors that harmonize with the exterior finish materials.

6.16 Animals.

(a) No animals, livestock, or poultry of any kind shall be raised, bred, or kept at the Development, except that guide animals and a reasonable number of normal household pets (e.g., fish, small nonpoisonous reptiles, dogs, cats or caged birds) not to exceed two (2) pets which can regularly leave the Unit may be kept in a Unit subject to Rules and Regulations adopted by the Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose.

(b) The keeping of pets and their ingress and egress to the Common Areas shall be subject to such Rules and Regulations as may be adopted by the Board of Directors. All animals kept within the Development shall be inoculated as required by law. Animals shall be on a leash at all times when outside a Unit. No pet shall be permitted on any portion of the Common Areas except for orderly domestic pets on a leash and accompanied by a person who can control the pet, and the owner of such pet shall immediately remove droppings left upon the Common Areas by the pet.

(c) If the owner of any pet fails to comply with the requirements of this Section or any Rules and Regulations applicable to pets, the Board of Directors may,

after notice and a hearing in accordance with Section 11.5, bar such pet from use of or travel upon the Common Areas and may impose fines or costs in accordance with Section 11.5. In addition, if a pet's owner does not remove droppings left by the pet on the Common Areas, or if a pet endangers the health or welfare of any Owner or Resident or creates a nuisance (e.g., unreasonable barking, howling, whining or scratching) or an unreasonable disturbance or if the pet is not a common household pet, all as may be determined in the sole discretion of the Board of Directors, the pet may be permanently removed from the Development upon fourteen (14) days prior written notice to the Owner from the Board of Directors. An Owner or Resident who receives such a notice may, within such fourteen (14) ay period, request a hearing, in which event such Owner or Resident may keep the pet in the Development until such hearing has been held and a determination made by the Board of Directors, except that if an animal presents a foreseeable danger to persons in the Development, the Board of Directors may require the animal to be removed before the hearing.

(d) Any Owner or Resident who keeps an animal within the Development shall be deemed to have indemnified and agreed to hold harmless the Association, each other Owner and Resident, and the Declarant from and against any loss, claim, or liability of any kind or character arising out of or resulting from the keeping of such animal within the Development.

(e) Nothing contained in this Section shall prohibit the keeping within the Development of any guide animal or any other animal if such prohibition would constitute a violation of the Americans with Disabilities Act or any similar law.

6.17 Insurance. Nothing shall be done or kept in, on or about any Unit or the Common Areas which may result in the cancellation of any insurance on the Property or an increase in the rate of the insurance on the Common Areas over what the Board of Directors, but for such activity, would pay.

6.18 Laws. Nothing shall be done or kept in, on or about any Unit or Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

6.19 Damage or Waste. No Owner, Resident, or Guest shall cause damage or waste to or on the Common Areas, and each Owner shall indemnify and hold the Board of Directors and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or Resident or that Owner's or Resident's Guest.

6.20 Mail Boxes. Mail boxes shall be installed by Declarant. Any replacement mail boxes must be approved in writing by the Board of Directors prior to installation.

6.21 Leases. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter referred to as a "Lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the Lease commences. Every Lease shall provide that its terms shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the tenant thereunder to comply with the terms of the foregoing documents shall be a default

under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and tenant by virtue of their inclusion in this Declaration. No Owner shall be permitted to lease its Unit for transient, hotel, seasonal, rental pool, or corporate executive use or purposes, or for an initial term less than six (6) months except pursuant to a rental pool arrangement approved by the Association and managed by a management company approved by the Association. No Owner may lease individual rooms to separate persons or less than an entire Unit. Any Owner who shall lease a Unit shall be responsible for assuring compliance by the tenant with the Governing Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against a tenant who is in violation of the Governing Documents within ten (10) days after receipt of written demand so to do from the Board of Directors shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against such tenant. Neither the Association nor any Manager shall be liable to the Owner or tenant for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorney's fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Association to levy an Individual Assessment against such Owner and such Owner's Unit for all such expenses incurred by the Association. In the event such Individual Assessment is not paid within thirty (30) days of its due date, the Board of Directors may resort to all remedies of the Association for the collection thereof.

7. INSURANCE.

7.1 Insurance to Be Carried by the Association. The Board of Directors shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, such insurance as it deems reasonable, including but not limited to, insurance on the Common Areas satisfying at least the following requirements:

(a) Liability Insurance. Liability insurance covering the Common Areas and all public ways in the Development, with a combined single limit not less than Two Million Dollars (\$2,000,000.00). Coverage under such policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and legal liability arising out of lawsuits related to employment contracts of the Association. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each Eligible Mortgagee.

(b) Property Insurance. A policy of "all risk/special form" hazard insurance, insuring, in an amount not less than one hundred percent (100%) of the full replacement cost of all Buildings in the Development, **excluding** the following: interior walls, ceiling, and flooring (except the structural portions of party walls between Units), interior plumbing and electrical wiring, the interior sheet rock and paint or other finishes on the interior of exterior walls and party walls, exterior doors, windows, and garage doors.

Coverage for earthquake or other special risks may be added by the Board of Directors as it deems necessary in its business judgment. Such policy shall provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each Eligible Mortgagee. The cost of such insurance for Common Facilities shall be part of the Common Expenses. The cost of such insurance for Residential Buildings shall be allocated among the Owners of all Units on the basis of the relative square footage of each Unit, with each such Owner's share assessed to such Owner as an Individual Assessment.

(c) Director's and Officer's Insurance. Adequate director's and officer's liability insurance (a.k.a. errors and omissions insurance).

(d) Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Board of Directors to cover all non-compensated officers as well as all employees for theft of Association funds, subject to the following:

(i) Agents. Where the Board or the Association has delegated some or all of the responsibility for the handling of funds to a Manager, such bonds are required for the Manager's officers, employees and agents handling or responsible for funds of or, administered on behalf of, the Board of Directors or Association.

(ii) Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the business judgment of the Board of Directors, but shall not be less than the estimated maximum amount of funds, including the Reserve Fund, in the custody of the Board, the Association, or the Manager, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate Assessments on all Units, plus the Reserve Fund.

(iii) Quality of Coverage. The bonds required shall meet the following additional requirements:

(A) They shall name the Board, the Association, and the Manager as obligees;

(B) The premiums on all bonds required herein for the Board and the Association (except for premiums on fidelity bonds maintained by a Manager for its officers, employees and agents) shall be paid by the Association as part of the Common Expenses; and

(C) The bonds shall provide that they may not be canceled or substantially modified, including cancellation or nonpayment of premium, without at least thirty (30) days' prior written notice to the Association.

(e) Miscellaneous Items. The following provisions shall apply to all insurance coverage:

(i) The Insured. The Association shall be the named insured under each policy required to be maintained hereby.

(ii) Designated Representative. The Association may designate an authorized representative of the Association, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Owners.

(iii) Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

(iv) Deductible. Any deductible in connection with damage to Common Facilities shall be paid by the Association. Any deductible in connection with damage to a Residential Building shall be paid by the Owners of the Units in such Residential Building, allocated on the basis of the relative square footage of each such Unit.

(v) Special Endorsements. Each policy shall contain or provide those endorsements commonly purchased by other community associations in Wasatch County as deemed appropriate by the Board of Directors.

(vi) Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage requires hereunder, in such amounts and in such forms as the Board of Directors or Association may deem necessary or appropriate from time to time.

7.2 Insurance to Be Carried by each Owner.

(a) Required Coverage. Each Owner shall purchase and maintain the following:

(i) A policy of "all risk" hazard insurance, in an amount not less than one hundred percent (100%) of the full replacement cost of those portions of such Owner's Unit not covered by the insurance to be maintained by the Association pursuant to Section 7.1(b) hereof, including without limitation all plumbing and electrical systems in the Unit's interior and any permanent improvements affixed to such Unit. Each Unit Owner's policy shall include "Coverage A Building" coverage in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00).

(ii) Adequate liability insurance and property insurance covering all personal property and contents of such Owner's Unit.

(b) Primary Coverage. Anything to the contrary notwithstanding, each Owner's policy shall be primary and the insurance of the Association shall be secondary for losses that emanate from within the Owner's Unit (including losses from damages to a party wall), or from items that are the responsibility of the Owner, and shall contain a

waiver of the insurer's right of subrogation against the Association, the Board of Directors, any other Owner and/or their respective agents, employees, or tenants.

(c) Failure to Maintain. If an Owner fails to maintain insurance, such Owner shall nevertheless be responsible for the first Ten Thousand Dollars (\$10,000.00) on any claim arising from losses that emanate from within such Owner's Unit and/or from items that are such Owner's responsibility to repair or replace, including without limitation improvements, betterments, all fixtures, appliances and items of personal property.

(d) Certificate of Insurance. Each Owner shall annually provide a current certificate of insurance to the Association evidencing compliance with the requirements of this Section.

(e) Association Not Responsible. In no event shall the Association be liable for damage to or destruction or theft of any Owners's personal property, whether located in such Owner's Unit or otherwise.

8. **DAMAGE OR DESTRUCTION.**

8.1 Damage to Common Areas. In the event that all or any part of the Common Areas should be damaged or destroyed, the Association shall proceed as follows:

(a) As soon as practicable, the Association shall obtain estimates of the costs to repair and reconstruct the part of the Common Areas damaged or destroyed.

(b) If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs of repair or reconstruction, the Association shall effect such repair or reconstruction with such proceeds. If insurance proceeds are less than the estimated costs of repair or reconstruction, the Association shall levy a Special Assessment sufficient to provide the additional funds needed to pay the actual costs of repair or reconstruction, without the necessity of any vote which might otherwise be required under this Declaration for Special Assessments. Such insurance proceeds and funds from Special Assessments shall constitute a Repair Fund.

(c) As soon as practicable, the Association shall commence and diligently pursue to completion the repair and reconstruction of the Common Areas damaged or destroyed. The Association may take all actions necessary or appropriate to effect such repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided in this Declaration. The Common Areas shall be restored to substantially the same condition in which they existed prior to the damage or destruction.

(d) After repair or reconstruction, if a balance remains in the Repair Fund, it shall be applied to Common Expenses for the current fiscal year or any fiscal year thereafter, or deposited into the Reserve Fund, as determined by the Board of Directors.

8.2 Damage or Destruction to Residential Buildings. In the event that all or any part of a Residential Building should be damaged or destroyed, the Association shall proceed as follows:

(a) As soon as practicable, the Association shall obtain estimates of the costs to repair and reconstruct the Residential Building damaged or destroyed.

(b) If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs of repair or reconstruction (excluding the costs of repair or reconstruction of those elements of the Residential Building required to be insured by the Owners pursuant to Section 7.2 above), the Association shall effect such repair or reconstruction with such proceeds. If insurance proceeds are less than the estimated costs of repair or reconstruction, the Association shall levy an Individual Assessment against the Owners in such Residential Building, allocated between such Owners on the basis of the relative square footages of such Owner's Units, sufficient to provide the additional funds needed to pay the actual costs of repair or reconstruction. Such insurance proceeds and funds from Individual Assessments shall constitute a Repair Fund. Each Owner shall deposit into the Repair Fund insurance proceeds received by such Owner for those elements of such Residential Building required to be insured by such Owner pursuant to Section 7.2. If an Owner has failed to obtain and maintain the insurance required by Section 7.2, the Association shall levy an Individual Assessment against such Owner in an amount reasonably calculated to equal the insurance proceeds which would have been received by such Owner had such Owner maintained the required insurance, and such Individual Assessment, when paid, shall be deposited into the Repair Fund.

(c) As soon as practicable, the Association shall commence and diligently pursue to completion the repair and reconstruction of the Residential Building damaged or destroyed. The Association may take all actions necessary or appropriate to effect such repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided in this Declaration. The Association or its agents or employees shall have the right to enter upon or into any Unit as necessary to perform such repair and reconstruction work and shall not be liable for trespass for such entry or work.

(d) After repair or reconstruction, if a balance remains in the Repair Fund, it shall be distributed to the Owners of the Units in such Residential Building on the basis of the relative square footage of such Units.

8.3 Association as Attorney-in-Fact. Each of the Owners irrevocably appoints the Association as its true and lawful attorney-in-fact for the purpose of dealing with damage or destruction of the Common Areas and Residential Buildings, as provided herein. Acceptance by any grantee of a deed conveying title to a Unit shall constitute an appointment by that grantee of the Association as the grantee's attorney-in-fact for the purpose set forth above. As attorney-in-fact, the Association shall have full and complete authorization to make, execute and deliver any contract, deed or other instrument with respect to the Common Areas and Common Facilities which may be necessary or appropriate to exercise the powers granted in this Article.

9. CONDEMNATION.

9.1 Condemnation of Common Areas.

(a) If at any time or times all or any part of the Common Areas shall be taken or condemned by any public authority under power of eminent domain, the Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for the purposes of such representation. For purposes of this Article, a voluntary sale or conveyance of all or any part of the Development in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

(b) All compensation, damages and other proceeds from any such taking of Common Areas by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be used by the Association, first to take any actions necessary to replace or restore on the remaining Common Areas any Common Facilities lost as a result of the taking, to the extent deemed reasonable and appropriate by the Board of Directors.

9.2 Condemnation of Units. In the event that any Unit should be taken or condemned by any public authority under power of eminent domain, the proceeds from such condemnation attributable to such Unit shall be paid to the Owner of such Unit or to a Mortgagee having a Mortgage against such Unit.

9.3 Reorganization of Development. After any condemnation of a portion of the Development, then (a) this Declaration shall continue to encumber the portion of the Development not taken, (b) if a Unit is taken, the Owner of that Unit shall no longer be a member of the Association and all voting rights appertaining to that Unit shall terminate; and (c) the Board of Directors shall have the duty and authority to take all actions necessary or appropriate to effectuate reorganization of the Development.

10. MORTGAGEE PROTECTION.

10.1 Eligible Mortgagee. Upon written request to the Board or the Association by a Mortgagee (which request identifies the name and address of such holder and the Unit number or address of the property encumbered by the Mortgage held by such Mortgagee), such Mortgagee shall be deemed thereafter to be an "Eligible Mortgagee" included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(a) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Development or any Unit on which there is a Mortgage held by such Eligible Mortgagee.

(b) Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a Mortgage held by such Eligible Mortgagee, which delinquency remains uncured for a period of sixty (60) days.

(c) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

10.2 Matters Requiring Prior Eligible Mortgagee Approval.

(a) The prior written consent of not less than fifty-one percent (51%) of Eligible Mortgagees shall be required to:

(i) amend any material provision of this Declaration which changes the allocation of responsibility for maintenance and repairs, changes the amounts and other requirements of insurance or fidelity bonds required hereunder or reallocates the responsibility for obtaining such insurance, places additional restrictions on the rights to use the Common Areas, or expressly benefits Mortgagees;

(ii) amend this Declaration to add any provision which would impose any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Unit; or

(iii) terminate this Declaration.

(b) Any addition or amendment shall not be considered material if it is for clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee shall be mailed, postage prepaid, to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Board or Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal.

10.3 Availability of Governing Documents and Financial Statements. The Association shall maintain and have current copies of the Governing Documents as well as its own books, records, and financial statements available for inspection, upon reasonable notice and at reasonable hours, by Owners or by any Mortgagee holding a first Mortgage.

10.4 Priority of Declaration; Subordination of Lien. Any Mortgage or other encumbrance of any Unit shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise. Notwithstanding the foregoing, the lien or claim against a Unit for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to a first Mortgage affecting such Unit if the first Mortgage was recorded before the

unpaid Assessment was due, and the Mortgagee thereunder which obtains title to the Unit shall take title free of such lien or claim for unpaid Assessment or charges which accrue prior to foreclosure of the first Mortgage by judicial proceedings or power of sale, or taking of a deed in lieu of foreclosure.

11. ENFORCEMENT; DISPUTE RESOLUTION.

11.1 Agreement to Encourage Resolution of Disputes without Litigation.

(a) Declarant, the Association, and all Owners and Residents (each, a "Bound Party") agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Development without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim (as defined below), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in this Section in a good faith effort to resolve such Claim.

(b) As used in this Section, "Claim" shall mean any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligation, and duties of any Bound Party under the Governing Documents;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 11.2 below:

(1) any suit by the Association to collect Assessments or other amounts due from any Owner;

(2) any suit by the Association against one or more Owners to obtain injunctive relief;

(3) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(4) any suit in which any indispensable party is not a Bound Party; and

(5) any suit as to which any applicable statute of limitations would expire within 180 days after the giving of Notice required by Section 11.2 below.

11.2 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim (the "Claimant") against another Bound Party (the "Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;
- (ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises;
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and the Respondent shall make good faith efforts to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days after the date of the Notice (or within such other period as the parties may agree), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Wasatch County area. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not to third parties) on account of such Claim. If the parties do not settle the Claim within thirty (30) days after submission of the Claim to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate. Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator.

(d) Settlement. Any settlement of a Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportion) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

(e) Initiation of Litigation by the Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceedings unless first approved by a vote of not less than sixty-seven percent (67%) of the Eligible Votes cast at an annual or special meeting of the Association; except that no such approval shall be required for actions or proceedings:

- (i) initiated during the Declarant Control Period;
- (ii) initiated to enforce the provisions of this Declaration, including collection of Assessments and foreclosure of liens;
- (iii) initiated to challenge property tax or condemnation proceedings;
- (iv) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (v) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

11.3 Enforcement and Right to Recover Attorney's Fees and Costs. Subject to the provisions of Section 11.2 above, the Association, or any Owner may take action, at law or in equity, to enforce the terms, covenants or conditions of the Governing Documents. Should the Association or any Owner take action to enforce the Governing Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the prevailing party in such action may recover all costs incurred in such action, including reasonable attorney's fees. Failure by the Association or any Owner to enforce any provision of this Declaration or the other Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this Section shall be in addition to and not in limitation of any rights or remedies provided in any other Section of this Declaration.

11.4 Self Help Rights of Association.

(a) If an Owner fails properly to perform its maintenance responsibility, obtain the insurance required under Section 7.2(a)(i) or otherwise fails to comply with any provision of this Declaration, the Association may record a notice of violation or may perform the required maintenance, obtain the required insurance, or perform the obligation or otherwise take steps to abate the violation and assess its costs against the Unit and the Owner as an Individual Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(b) If an emergency exists in which failure to act could endanger life or property, the Association may without prior notice to an Owner enter onto or into a Unit and take such action as may be necessary to abate the emergency. If the emergency was caused by or attributable to the negligence or misconduct of the Owner, the costs incurred by the Association in correcting the emergency shall be assessed to the Owner as an Individual Assessment.

(c) The Association may have towed any vehicle which is in violation of parking or other restrictions contained in this Declaration, and the owner of the vehicle will be responsible for the towing costs and the costs of any storage of the vehicle after towing.

11.5 Notice and Hearing. If an Owner, Resident, or Guest is charged with a material violation of the Governing Documents other than a failure to pay an Assessment, then, prior to disciplinary action against such Owner, Resident, or Guest:

(a) Written notice specifying the nature of the violation (and providing any other appropriate information) and stating the time, date and place that the Member will have an opportunity to be heard shall be provided by the Board of Directors. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States Mail, first-class postage prepaid, addressed to the Member at the address given by the Member to the Board of Directors or to the address of the Member's Unit if no other address has been provided. Any address may be changed from time to time by giving written notice to the Board of Directors.

(b) Any Owner charged with a violation of the Governing Documents other than a failure to pay an Assessment may request a hearing by the Board of Directors within five (5) days of receipt of a notice of any such violation.

(c) At any hearing, the Board of Directors shall (1) determine whether a violation has occurred and, if so, may assess costs, impose a fine and/or issue sanctions; or (2) take such other action as may be appropriate. The Board of Directors may impose an appropriate late fee if any such assessment or fine is not promptly paid. All such assessments, fines and fees shall constitute an Individual Assessment against the Owner's Unit. No fine imposed under this Declaration shall be in excess of the maximum amount allowed under the Utah Community Associations Act.

(d) The determination of the Board of Directors after a hearing held in accordance with this Section shall be final.

(e) Nothing herein shall be construed to prevent the Board of Directors from exercising the self help rights of the Association under Section 11.4 above.

12. MISCELLANEOUS.

12.1 Amendment. This Declaration and/or the Plat may be amended only by a vote of at least sixty-seven percent (67%) of the Owners and, if required pursuant to this Declaration, the consent of the required percentage of Eligible Mortgagees. Any amendments so authorized shall be accomplished through the recordation of an instrument executed by the Board of Directors. In such instrument the Board of Directors shall certify that the required vote for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

12.2 Declarant's Right to Amend. Notwithstanding anything to the contrary herein, the Declarant reserves the right to amend this Declaration without the consent of any other Owners during the Declarant Control Period or any Eligible Mortgagee (i) if such amendment is necessary to bring this Declaration into compliance with any rule, regulation or requirement of the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any similar federal agency, or any local government having jurisdiction over the Property, or (ii) to make corrective changes.

12.3 Declarant's Sales Program. Notwithstanding anything to the contrary, until Declarant has sold all the Units owned by it in the Development, or the expiration of two (2) years after the date on which the last Unit is completed, whichever occurs last, neither the Owners, Association, Board of Directors, or any member thereof shall interfere with the completion of improvements or Declarant's sales program, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities conducted in the Development.

(a) Sales Office and Model Units. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Units at any one time. Such office and/or models may be one or more of the Units or Units owned by it, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing;

(b) Promotional. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners, flags or similar devices at any place or places on the Property provided the same are in compliance with applicable ordinances and regulations.

(c) Common Areas Use. Declarant shall have the right to use the Common Areas of the Development to facilitate sales.

(d) Relocation and Removal. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed herein. Within a reasonable period of time after the conclusion of Declarant's sales program, Declarant shall remove from the Development any promotional signs, banners, flags or similar devices and any separate structure of facility which was placed on the Property for the sole purpose of aiding Declarant's sales effort.

12.4 Limitation on Improvements by Association. During the Declarant Control Period, neither the Association nor any Owner shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Area as originally created or constructed by Declarant.

12.5 Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Units in the Development then

owned by Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protection and controls which are accorded to Declarant (in its capacity as Declarant) herein.

12.6 Transfer of Management. Anything to the contrary notwithstanding, Declarant may at any time elect to relinquish its reserved right to select the Board of Directors and transfer management of the Development to the Association. If and when Declarant elects to do so, Declarant shall send written notification to each Owner of the effective date of the transfer (the "Transfer or Transition Date") at least forty-five (45) days prior thereto. Thereupon, the Owners shall call a meeting to elect the members of their own Board of Directors to take office as of the Transfer Date. Declarant covenants to cooperate with the Owners in effecting an orderly transition of management. Moreover, Declarant shall cause all obligations for Common Areas expenses of the Board incurred prior to the Transfer Date to be paid in full on or before such date.

12.7 Certain Provisions Applicable to Declarant. Notwithstanding any other provision herein contained, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Declarant from any obligation of an Owner to pay Assessments, except as herein otherwise provided, as to each Unit owned by Declarant in accordance with the Declaration.

(a) Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Development or the Declaration except as specifically set forth herein or in any agreement for sale of a Unit, and no person shall rely upon any warranty or representation not so specifically made therein.

(b) No amendment may be made to the Declaration without the written consent of Declarant during the Declarant Control Period.

12.8 Interpretation. The captions which precede the Articles and Sections of the Governing Documents 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, the whole shall include any part thereof, and any gender shall include both other genders. The unenforceability or invalidity of any portion of the Governing Documents shall not affect the validity or enforceability of the remainder hereof.

12.9 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 the Association, all other signatories hereto, all parties who hereafter acquire any interest in a Unit, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. All Owners, Residents, and Guests shall comply with, and all interests in all Units shall be subject to, the terms of the Governing Documents and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit, the party acquiring such interest consents to, and agrees to be bound by, every provision of the Governing Documents.

12.10 Security. The Association may, but shall not be obligated to, maintain or support any systems, programs or activities within the Development designed to make the Development safer than it otherwise might be. Neither the Association nor the Board of Directors shall in any way be considered insurers or guarantors of security within the Development, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners, Residents, and Guests, where applicable, acknowledge by taking occupancy of a Unit or entering the Development that neither the Association nor the Board of Directors represents or warrants that any security measures undertaken will ensure their safety, and further acknowledge that neither the Association nor the Board of Directors are insurers or guarantors of their safety, and they hereby expressly assume all risks for loss or damage to their person or property, and they further acknowledge that neither the Association nor the Board of Directors has made any representations or warranties, nor has such Owner, Resident, or Guest relied upon any representations or warranties, expressed or implied, regarding security in the Development.

12.11 Expansion. Some additional parcels may be annexed to the Development only by the Declarant and/or its successors and assigns and shall thereafter automatically become subject to this Declaration, subject to the jurisdiction of the Association, without the assent of the Association or any Owner, on the condition that a supplemental declaration shall be recorded in the office of the Wasatch County Recorder. The supplemental declaration shall incorporate this Declaration and any amendments hereto by reference and may contain such complimentary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration. Upon the recording of a supplemental declaration adding additional property to the Development, all single-family residential units in such property shall be Units, and all owners of such units shall be Owners and members of the Association, with all the rights and obligations of Owners hereunder. Notwithstanding any other provision of this Declaration, Declarant may upon such terms and conditions as are appropriate, grant an easement over the roadways of the Development or the right to use the Common Areas in order to facilitate the expansion of the Development or the development by Declarant of property proximate to the Development.

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

EXECUTED the day and year first above written.

DECLARANT:

BEAUFONTAINE HOLDINGS, LLC,
a Utah limited liability company

By *Matthew Greene*
Name: MATTHEW GREENE
Title: MANAGER

STATE OF Utah)
COUNTY OF Wasatch :SS

The foregoing instrument was acknowledged before me this 27 day of Nov., 2007,
by Matthew Greene, of Beaufontaine Holdings, LLC, a Utah
limited liability company.

Glen C. Burgener
Notary Public
Residing at: Heber, UT

My commission expires:
1/17/2011

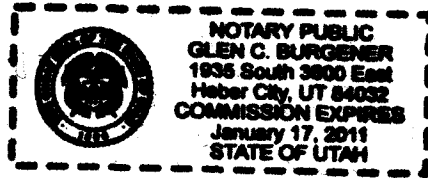


EXHIBIT A
to Declaration of Covenants, Conditions, and Restrictions
for Beaufontaine at Spring Lake

[Attach legal description]

BEAUFONTAINE AT SPRING LAKEBOUNDARY DESCRIPTION PHASE 1

COMMENCING AT A POINT LOCATED NORTH 89°48'22" EAST ALONG THE SECTION LINE 965.65 FEET AND SOUTH 21.22 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°00'00" WEST 1182.21 FEET; THENCE SOUTH 89°54'38" WEST 356.87 FEET; THENCE NORTH 00°00'00" EAST 48.47 FEET; THENCE SOUTH 83°29'08" WEST 319.66 FEET; THENCE NORTH 08°38'53" WEST 120.12 FEET; THENCE 33.34 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°54'59" (CHORD BEARS: NORTH 01°03'22" WEST 33.29 FEET); THENCE NORTH 04°24'07" EAST 21.99 FEET; THENCE NORTH 00°00'00" WEST 106.71 FEET; THENCE SOUTH 00°00'00" WEST 186.67 FEET; THENCE NORTH 80°20'00" WEST 143.63 FEET; THENCE NORTH 00°19'15" WEST 617.06 FEET; THENCE SOUTH 80°33'50" WEST 108.60 FEET; THENCE NORTH 00°00'00" WEST 146.21 FEET; THENCE 83.01 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°37'44" (CHORD BEARS: NORTH 73°07'42" EAST 83.67 FEET); THENCE NORTH 82°48'50" EAST 105.70 FEET; THENCE NORTH 27°11'10" WEST 80.00 FEET; THENCE 32.34 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°14'08" (CHORD BEARS: NORTH 80°55'54" EAST 32.31 FEET); THENCE NORTH 45°00'00" WEST 76.25 FEET; THENCE NORTH 00°18'44" WEST 243.86 FEET; THENCE S80°56'12"E 843.87 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,806,336 SQ.FT. 26.17 ACRES

BOUNDARY DESCRIPTION PHASE 2

COMMENCING AT A POINT LOCATED NORTH 89°48'22" EAST ALONG THE SECTION LINE 955.65 FEET AND SOUTH 1203.44 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 392.72 FEET; THENCE SOUTH 00°00'59" EAST 469.12 FEET; THENCE SOUTH 00°20'15" EAST 991.33 FEET; THENCE NORTH 89°27'34" WEST 1324.24 FEET; THENCE NORTH 00°35'29" WEST 798.96 FEET; THENCE NORTH 00°19'15" WEST 648.48 FEET; THENCE EAST 143.63 FEET; THENCE NORTH 186.67 FEET; THENCE EAST 106.71 FEET; THENCE SOUTH 04°24'07" WEST 21.90 FEET; THENCE SOUTHERLY 33.34 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°54'59" (CHORD BEARS: SOUTH 01°03'22" EAST 33.29 FEET); THENCE SOUTH 06°30'52" EAST 120.12 FEET; THENCE NORTH 83°29'08" EAST 319.66 FEET; THENCE SOUTH 48.47 FEET; THENCE NORTH 89°54'38" EAST 356.87 FEET TO THE POINT OF BEGINNING.

AREA: 44.98 ACRES

BASIS OF BEARING: NORTH 89°48'22" EAST FROM NORTH QUARTER CORNER TO THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

BOUNDARY DESCRIPTION PHASE 3

COMMENCING AT A POINT LOCATED NORTH 89°48'22" EAST ALONG THE SECTION LINE 11.77 FEET AND SOUTH 16.99 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°18'44" EAST 243.85 FEET; THENCE SOUTH 45°00'00" EAST 76.25 FEET; THENCE 32.34 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°14'08" (CHORD BEARS: SOUTH 66°55'54" WEST 32.31 FEET); THENCE SOUTH 27°11'10" EAST 50.00 FEET; THENCE SOUTH 62°48'50" WEST 105.70 FEET; THENCE WESTERLY 63.01 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°37'43" (CHORD BEARS: SOUTH 73°07'42" WEST 62.67 FEET); THENCE SOUTH 146.21 FEET; THENCE SOUTH 89°33'50" WEST 574.61 FEET; THENCE NORTH 02°42'20" EAST 365.54 FEET; THENCE SOUTH 89°21'13" EAST 216.80 FEET; THENCE NORTH 00°09'11" WEST 7.05 FEET; THENCE NORTH 89°49'29" EAST 392.53 FEET; THENCE NORTH 00°23'04" WEST 201.10 FEET; THENCE SOUTH 89°56'12" EAST 55.03 FEET TO THE POINT OF BEGINNING.

AREA: 5.60 ACRES

BASIS OF BEARING: NORTH 89°48'22" EAST FROM NORTH QUARTER CORNER TO THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

SERIAL NUMBERS

- OBV-1001
- OBV-1002
- OBV-1003
- OBV-1004
- OBV-1005
- OBV-1006
- OBV-1007
- OBV-1008
- OBV-1009
- OBV-1010
- OBV-1011
- OBV-1012
- OBV-1013
- OBV-1014
- OBV-1015
- OBV-1016
- OBV-1017
- OBV-1018
- OBV-1019
- OBV-1020
- OBV-1021
- OBV-1022
- OBV-1023
- OBV-1024
- OBV-1025
- OBV-1026
- OBV-1027
- OBV-1028
- OBV-1029
- OBV-1030
- OBV-1031
- OBV-1032
- OBV-1033

OWC-1456-1

OWC-1456-2
