

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
GREEN HILL COUNTRY ESTATES SUBDIVISION Phase 6  
A PLANNED CLUSTER SUBDIVISION

THIS DECLARATION is made and executed this 15th day of November, 1998, by JAMES ALAND (hereinafter referred to as "Developer").

RECITALS:

A. Developer is the record Owner of that certain tract of Property more particularly described as Green Hill Country Estates Phase 6. Developer desires to create on said property a Cluster Subdivision with open spaces and other common areas. Developer desires to provide for preservation of the values and amenities in said development and for the maintenance of the Common Areas. To this end and for the benefit of the Property and of the Owners thereof, Developer desires to subject the Property of this Declaration to the covenants, restrictions, easements, charges and liens hereinafter set forth. The developer may subject additional real property from time to time to the conditions herein.

B. Developer deems it desirable for the efficient preservation of values and amenities in the development, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and enforce the provisions of this Declaration. For such purpose Developer has, previously to the recordation of this Declaration, caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION.

NOW, THEREFORE, for the foregoing purposes, Developer and Owner declare that the property of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I. GENERAL PURPOSES

The platted portion of the real property described in phase Six both common and private, are subject to the conditions, restriction, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to provide for the preservation of the open areas especially the natural landscape, wildlife and streams; and the pastures, fences, ditches, irrigation rights, and all other structures of common ownership; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development policies of Weber County;

To encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lots; to secure and maintain proper setbacks from roads, and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

II. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the lot in which the Owner has the necessary interest, and shall not be separated from the lot to which it appertains.

2. Voting Rights. The Association shall have the following two classes of voting membership:

CLASS A - The Class A Members shall be all Owners, but excluding the Developer until the Class B Membership ceases. Class A Members shall be entitled to one vote for each lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any lot.

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DOUG CROFTS, WEBER COUNTY RECORDER  
18-NOV-98 300 PM FEE \$61.00 DEP HB  
REC FOR: JAMES ALAND

21-079-0001 to 0002  
21-082-0001 to 0004  
21-085-0001 to 0006  
21-081-0001 to 0004  
21-084-0001 to 0006  
21-080-0001 to 0010  
21-083-0001 to 0006

**CLASS B** - The Class B Member shall be the Developer. The Class B Member shall be entitled to six (6) votes for each lot in which it holds the interest required for membership in the Association. The Class B Membership shall automatically cease and be converted to Class A Membership on the first to occur of the following events:

- a. When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member.
- b. The expiration of two (2) years after the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

3. **Multiple Ownership Interest.** In the event there is more than one Owner of a particular lot, the vote relating to such lot shall be exercised as such Owners may determine among themselves. 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 lot concerned unless an objection is immediately made by another Owner of the same lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

### III. PROPERTY RIGHT IN COMMON AREAS

1. **Easement of Enjoyment.** Each Member shall have the 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 lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family members, household guest, tenant, contract purchaser, or other person who resides on such Member's lot.

2. **Limitation on Easement.** A Member'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 a Member's right to the use of any recreational facilities included in the Common Areas for any period during which an assessment on such Member's lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association.

b. The right of the Association to impose reasonable limitations on the number of guests per Member who at any time are permitted to use the Common Areas;

c. **The right of Weber 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 including enforcement of provisions of Geotechnical and Landslide study provided by Applied Geotechnical Engineering Consultants, Inc..**

### IV. ASSESSMENTS

1. **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way become vested with his interest in a lot, be deemed to covenant and agree to pay to the Association the monthly assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain (i) a charge and continuing lien upon the lot with respect to which such assessment is made; and (ii) the personal obligations of the person who is the Owner of such lot at the time the assessment falls due. No Owner may exempt himself or his lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his lot.

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

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3. Maximum Monthly Assessment. As of the date of this recording of this Article, each lot shall be subject to a monthly assessment of not more than \$49.00. From and after one year from recording date of this Article, the maximum monthly assessment may be increased or decreases so long as the change is assented to by sixty percent (60%) of the votes of each class or membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and at its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Quorum Requirements. The quorum required for any action authorized by Section 3 above shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in section 3) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

5. Uniform Rate of Assessment. Monthly assessments shall be fixed at a uniform rate for all occupied lots; provided, however, that until home construction is begun on a lot the monthly assessment applicable to such a lot shall be one-half (1/2) of the monthly assessment fixed for a fully improved lot occupied for residential purposes. Once home construction has begun, the next monthly assessment shall be the same as the lots which have been improved with a living unit and occupied for residential purposes. (The Developer shall only be subject to a 1/10<sup>th</sup> fee until the lot is sold) and any builder of a speculation home is subject to the above provisions.

6. Effect of Nonpayment—Remedies. Any assessment not paid by lot owner when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain personally liable for payment. Such personal liability shall pass to the Owner's successors in title. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the lot.

#### V. OPERATION AND MAINTENANCE

1. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas and private streets as may be necessary or desirable to make them appropriately functional, attractive and generally in good condition and repair.

2. The Board of Directors of the Association shall have the authority to enter into agreement on behalf of the Association with lenders, obligating the Association to carry such hazard, flood, and liability insurance and a fidelity bond as shall be required by lenders.

3. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation.

#### VI. GENERAL USE RESTRICTIONS

All real property within Green Hill Country Estates shall be held, used and enjoyed subject to the following limitations and restrictions:

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

2. Use of lots and common areas is subject to a Geotechnical report. Before any cuts or fills or excavation of any nature is begun, the geotechnical report prepared by APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. and approved by the State of Utah, Geology Department, shall be consulted, and all excavation and construction shall adhere to the recommendations of that report. ( AGEC Geotechnical and Landslide Study of Green Hill Country Estates Phase VI is on file at Weber County Planning Department.)

3. Use of Lots and Living Units. All lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No lot or Living Unit shall be used, occupied, or altered in violation of law, so as to do any of the following: 1) jeopardize the support of any other Living Unit, 2) create a nuisance, or 3) interfere with the rights of any Owner, 4) anything which would result in and increase in the cost of insurance covering the Common Areas, or 5) to increase use beyond one (1) single family unit per lot, 6) in violation of the recommendations of the Geotechnical report.

4. Dwelling Cost, Quality and Size. No dwelling shall be constructed on any lot at a cost less than \$125,000 exclusive of lot. Said construction cost is based on cost of levels prevailing in the date this Declaration is recorded and is to be adjusted annually to reflect the equivalent of \$125,000 as of the date of this instrument, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,200 square feet on the main floor for a one story dwelling, no less than 1000 square feet on the main floor for a dwelling of more than one story.

5. Exception for Developer. Notwithstanding the restrictions contained in this Article VI, for the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah, Developer shall have the right to use any lot or living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all lots owned by Developer.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels on the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible. Note is made concerning lots 114 and 115. No activity shall be conducted, no livestock kept, no pollution or toxic chemical kept, or building erected that is in violation of the requirements of the State of Utah Division of Drinking Water shall be allowed within 100 ft. radius of the Public water well located by lots 114 and 115.

7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property within Green Hill Country Estates and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of any property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board.

8. Animals. Animals of various kinds shall be allowed. Dogs, cats, or other household pets may be kept. Such animals as are kept shall be controlled by owner on his own lot. Cattle and horses are permitted. Approval by the Association shall be required for pigs and any commercial use or purpose for the raising or breeding of all animals. The keeping of all animals shall comply with Weber County ordinances.

9. It is understood that storage sheds, tack rooms, and other types of rural buildings, except outhouses, may be constructed on the property so long as they are approved the Architectural Control Committee and constitute a harmonious development of properties, and shall be constructed only after a proper permit has been issued by Weber County.

No shack, garage, barn or other out-building shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for residence. No old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings be erected on said lots, or within said subdivision, shall be new construction of good quality, workmanship and materials.

10. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. No compost piles and grass, shrub, or tree clippings or plant waste, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

11. No Further Subdividing. No lot, common area or residence may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owners thereof (excluding Developer); provided, however, that nothing herein shall be deemed to prevent the transfer or sale of any lot or living unit to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property. The subdivision of lots shall be prohibited until twenty (20) years from the date of this declaration, and shall at that time require a vote of seventy-five (75%) percent of the property owners to so subdivide. Sub-dividing means to alter a lot so as to allow more than one residence.

12. Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Developer in connection with the development of Green Hill Country Estates and the sale of residences and lots, and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. Any for sale or for lease signs not more than three (3) feet by two (2) feet, shall not require Committee approval. A residential identification sign is permitted but should not exceed two (2) square feet in surface area. Notwithstanding the above all signs shall comply with Weber County sign and zoning ordinances.

13. Overnight Parking. No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any street within Green Hill Country Estates between the hours of 2 o'clock a.m. and 6 o'clock a.m. of any morning.

14. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace, as within a designated common area. Permits for hunting shall be obtained from association. No garbage dump sites or pollutants of any kind shall be allowed on the Common Area.

15. Exemption of Developer. Nothing in the Green Hill Country Estates Restrictions shall limit the right of Developer to complete excavation grading and construction of improvements to any property within Green Hill Country Estates Water and Sewer District owned by the Developer, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of development of the same in Green Hill country Estates as a model home or real estate sales or leasing office. The rights of Developer hereunder and elsewhere in the Restrictions may be assigned by Developer.

16. Rooftop Antennas. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted to interfere with the peace and quiet enjoyment of any neighboring lot Owner's premises or home entertainment facilities or equipment.

17. Motorbikes. All motor cycles, trial bikes, and three-wheel powered devices, automobiles, two or four-wheel drive recreational type vehicles are to be properly muffled to reduce excessive noise and are to be operated only on established roads and streets and are specifically prohibited from other common areas, footpaths, and walkways. No hill-climbing activities by motorized vehicles is allowed on the real property because of the noise and the erosion-enhancing of such activities.

18. Liability for Damages to Common Area. Any damage done to the Common Area of facilities thereon, by persons or their vehicles while in Green Hill Country Estates shall be paid for by the person or persons doing the damage.

## VII. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board of Trustees of the Association shall appoint a three member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee shall be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

2. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on lots within the property conform to and harmonize with existing surroundings and structures.

3. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than four (4) cars. Attached carports are prohibited. "Family" is defined to mean persons related by blood, or marriage, by legal adoption, or by operation of law.

4. Approval Procedure. All plans including site plans and specifications for building upon a lot by an Owner and/or builder must be submitted to the Architectural Control Committee for approval prior to commencing construction. Such approval is conditioned upon compliance with the following procedure:

a. A cross section of the proposed wall of the home indicating type of support, insulation, and exterior finish.

b. One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, including brick, siding, trim, roofing material, etc.

c. The Owner/builder submitting a set of landscape plans for front yard (as defined herein).

Any subsequent changes, improvements, or alterations, in such plans must be submitted to the Committee for written approval. Any approval or disapproval must be made in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

5. Construction. It is understood that a Lot Owner is not required to build any structure on his lot. However, once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. The building time shall not exceed twelve (12) months from start to finish.

All debris, excavation dirt, etc., associated with the building process shall be removed within these specified building times. Excavation dirt shall either be removed entirely or shall be spread out and reseeded within this specified time so as to return the lot to a pleasing appearance. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or person carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas and of the lots in the vicinity of the activity. No building shall be permitted to remain incomplete for a period in excess of one year from the date the building was started.

6. No liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to the Article VII.

7. Failure of the Committee to Insist on Strict Performance—No Waiver. The failure of the Committee to insist in any one or more instances, upon the strict performance of any of the terms, conditions, or restrictions of the Covenants contained herein, or to exercise any right or option herein contained, or to serve any notice of or to institute any action, shall not be construed as a waiver or relinquishment for the future, and such term, covenant, and condition, or restriction shall remain in full force and effect. The receipt by the Committee of an assessment from a lot Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Committee of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by the Committee.

## VIII. BUILDING RESTRICTIONS

1. Building Location. The following minimum yard requirements shall apply to all Living Units in Green Hill Country Estates, however Lot 115 may be granted exceptions if the well location renders a hardship:

a. Front Yard. No building shall be located on any lot nearer than thirty (30) feet to the front lot line, unless a hardship is shown as concerning hook-up to the sewer and then set back will be allowed by review of the Architectural Committee.

b. Side Yard. Each lot shall have a side yard of at least twenty (20) feet on each side.

c. Side Yard - Corner Lots. On corner lots the side yard contiguous to the street shall not be less than thirty (30) feet in width, and shall not be used for vehicular parking except such portion as is devoted to driveway use for access to a garage.

d. Rear Yard. Each lot shall have a rear yard of not less than one hundred (100) feet, except for corner lots which may have fifty (50) feet.

e. Building Height. No lot or parcel of land in the development shall have a building or structure used for dwelling or public assembly which exceeds a height of two (2) stories. Chimneys, flagpoles, church towers and similar structures not used for human occupancy are excluded in determining height.

f. Accessory Buildings. An accessory building shall not be built on a front yard, or closer than twenty (20) feet to a side lot property line or closer than twenty-five (25) feet to a rear property line. All accessory buildings must be approved by the Architectural Control Committee prior to construction.

## IX. QUALIFICATIONS FOR HOME MORTGAGE LOANS

Rights of First Mortgagee. Nothing contained herein or in the bylaws of the Association shall impair the rights of a first mortgagee to:

1. Foreclose or take title to a lot pursuant to the remedies provided in the mortgage, or
2. Accept a deed (or assignment) in lieu of foreclosure in the event of default by mortgagor, or
3. Participate in the subsequent sale or lease of the lot so acquired by the mortgagee.

4. Provided further, any first mortgagee who obtains title to a lot pursuant to 1, 2, and 3 above, will be liable for that lot's unpaid dues or charges which accrue prior to the acquisition of title to such lot by the mortgagee.

Power of First Mortgagees. First mortgagees of any Green Hill Country Estates lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Associations' Common Areas and may pay overdue premiums on hazard insurance policies, or secure a new hazard insurance coverage on the lapse of a policy, for such Common Areas and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Written Notification to First Mortgagee. A first mortgagee, upon request, shall be entitled to written notification from the Trustees of the Association of any default in the performance by any individual lot Owner of any obligation of the Owner under the Articles of Incorporation, Bylaws of the Association or this Declaration, which default is not cured within sixty (60) days after notice to the said Owner.

## X. MISCELLANEOUS

1. Notices. Any notice required or permitted to be given to any Owner or member under the provisions of this declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the latest address for the person who appears as Member or Owner, in the records of the Association at the time of mailing.

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2. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

3. Amendment. Any amendment to this Declaration shall require:

a. The affirmative vote of at least seventy-five (75) percent of all members entitled to vote.

b. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 2) at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of any instrument executed by the Association (and by the Developer if the Class B membership then exists). In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

4. Consent in Lieu of Vote. In any case in which this Declaration required for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of the Section Four.

a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

b. The total number of votes required for authorization or approval under this Section 4 shall be determined as of the date on which the last consent is signed.

c. Except as provided in the following sentence, any change in ownership of a lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in any increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

d. Unless the consent of all Members whose memberships are appurtenant to the same lot are secured, the consent of none of such Members shall be effective.

5. Mortgage Protection. All assessments of the Association and the lien thereof shall be subordinate to the lien of any first mortgage or deed of trust on a lot. Each holder of a first mortgage lien on a lot who comes into possession of the lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take the lot free of any claims for unpaid assessments and charges against the lot which accrue prior to the time such entity comes into possession of the lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all lots including the mortgaged lot.

6. Developer's Right Assignable. The rights of Developer under this Declaration or in any way relating to the Property may be assigned.

7. Interpretation. 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 invalidity or unenforceability of any portion of this Declaration shall not affect the validity of or enforceability of the remainder thereof. This Declaration shall be liberally construed to effect all of its purposes.



8. Covenants to Run with Land. This Declaration and all of 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 insure to the benefit of developer, all parties who hereafter acquire any interest in a lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns until December 31, 2018, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by the vote of seventy-five percent (75%) of the then Owner of the plotted lots these covenants are terminated.

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

If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, servitudes, obligations, restrictions, easements, charges, or liens contained herein, it shall be lawful for any other person or persons owning any lot situated in Green Hill Country Estates to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants, servitudes, obligations, restrictions, easements, charges, or liens, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of Court or other dues for such violation.

9. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

THIS DECLARATION dated and signed the 16 day of November, 1998.

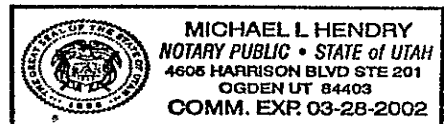
BY:   
James Aland

STATE OF UTAH  
COUNTY OF UTAH

On the 16 day of November, 1998 personally appeared before me James ALAND who being duly sworn did say that the said foregoing instrument was signed by JAMES ALAND.

  
Notary Public

Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



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