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ENT 34926:2003 PG 1 of 44
RANDALL A. COVINGTON
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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
POINTE MEADOW**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
POINTE MEADOW**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of January ___, 2003, by AHP-LEHI, L.L.C., a Utah limited liability company ("Declarant").

RECITALS:

A. This Declaration governs certain real property and improvements which is specifically submitted to the terms hereof and is part of a larger area consisting of approximately sixty-three (63) acres located at approximately 2100 North 2300 West, Lehi, County of Utah, State of Utah ("the Development Area" or the "Entire Tract"), as more particularly described on Exhibit "A" hereto.

B. The Development Area is to be divided into areas generally described as follows: (1) the residential development area (the "Residential Parcels"); one (1) public park (the "Park Parcel"); and (3) the access areas, including but not limited to walkways and the landscape areas designated upon a Map whether or not included as part of the Common Areas or as a Landscape Easement over a Lot (the "Parkway").

C. The Residential Parcels may be divided into separate Planned Unit Developments, Subdivisions, and/or Condominium communities, each containing Living Units and/or Lots.

D. Declarant is under an obligation to improve and dedicate the Park Parcel for the general well being and use of the City and its residents.

E. Declarant is the owner of the Project. Declarant has deemed it desirable to impose a general plan for the improvement and development of the Project and the adoption and establishment of covenants, conditions and restrictions upon the real property and each and every portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project.

F. Declarant hereby declares that all portions of the Project shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes.

ARTICLE I.

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DEFINITIONS

1.1 Articles. The term "Articles" shall mean the Articles of Incorporation of the Master Association, as amended from time to time.

1.2 Association Rules. The term "Association Rules" shall mean the rules and regulations regulating the use and enjoyment of the Common Areas and otherwise governing the Master Association and the Project.

1.3 Board. The term "Board" shall mean the duly elected Board of Trustees of the Master Association.

1.4 Bylaws. The term "Bylaws" shall mean the Bylaws of the Master Association, as amended from time to time.

1.5 City. The term "City" shall mean Lehi City, Utah, a corporation and body politic of the State of Utah..

1.6 Community Association or Community Associations. The term "Community Association" or "Community Associations" shall mean the separate Owner's association established to administer a condominium project, planned unit development or subdivision over a Parcel located within the Entire Tract.

1.7 Community Association's Common Areas. The term "Community Association's Common Areas" shall mean the Common Areas which are to be owned by a particular Community Association for the common use and enjoyment of all of the Owners of the applicable Community Association and their guests and invitees, and which are designated as such on a Map, including but not limited to streets, driveways, sidewalks, Parkway (as defined herein and except as dedicated to the City), together with all amenities and improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and easements, landscape easements and personal property owned by the Community Association when the context so requires.

1.8 Common Areas. The term "Common Areas" shall mean the Common Areas or other property rights which are to be owned by or reserved to the Master Association for the common use and enjoyment of all of the Owners and their guests and invitees. It is intended that the Common Areas initially consist of the improvements placed within the Landscape Easement and the Parkway, but may include, if it exists, other improvements and properties. Easements reserved for the Master Association shall also be made available for the use and benefit of the Community Associations.

1.9 County. The term "County" shall mean the County of Utah, a body politic of the State of Utah.

1.10 Declarant. The term "Declarant" shall mean AHP-Lehi, L.L.C., a Utah limited liability company, and its successors and assigns, if such successors or assigns should acquire the entire Project from the Declarant for the purpose of development, or the balance thereof not previously developed.

1.11 Declaration. The term "Declaration" shall mean the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration. Reference to a Community Association Declaration shall mean the Declaration adopted by a Community Association, approved in writing by the Declarant (designated in this Declaration) and recorded in the official records of the County Recorder.

1.12 Entire Tract. The term "Entire Tract" shall mean and refer to that certain real property, and the appurtenances thereto, located in Utah County, State of Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

1.13 Environmental Laws. The term "Environmental Laws" shall mean any federal, state, local or foreign statutes, codes, plans, regulations or common laws related to pollution or protection of the environment, including, without limitation, any common laws of nuisance or trespass and any laws or regulations relating to emissions, discharges, releases or threatened releases of Toxic Materials into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Toxic Materials. "Environmental Laws" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under those Environmental Laws.

1.14 Governing Documents. The term "Governing Documents" shall mean (a) this Declaration, (b) the Development Agreement between the City and Declarant, (c) the Maps and Plats (as defined herein), (d) the Articles, (e) the Bylaws, (f) the Association Rules, and (g) the covenants, restrictions and all other agreements and instruments pertaining to and governing the foregoing or the Project or the activity or matter in question as may be amended from time to time.

1.15 Governing Laws. The term "Governing Laws" shall mean all laws, ordinances, regulations, orders, judgments and other legislation pertaining to and governing the Project or the activity or matter in question.

1.16 Improvement. The term "Improvement" shall mean any structure or appurtenance thereto of every type and kind, including but not limited to buildings, walkways, sprinkler pipes, garages, room additions, patio covers, swimming pools, spas, recreational facilities, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, antenna, edges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and water softening fixtures or equipment.

1.17 Institutional Holder. The term "Institutional Holder" shall mean any holder (beneficiary) of a Senior Mortgage which encumbers any portion of the Project, which holder is a

bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

1.18 Landscape Easement. The term "Landscape Easement" shall have the meaning set forth in Section 12.4.

1.19 Living Unit or Unit. The term "Living Unit" or "Unit" shall mean and refer to one of separately number and individually described condominium units, as identified in a condominium declaration, or one of separate and individually described single family residences (attached or detached) constructed upon a Lot as described in a declaration for a planned unit development or a declaration for a subdivision. A Living Unit may also consist of a "twinhome" meaning a single family dwelling, with walls or roofs in common with one other single family dwelling.

1.20 Lot. The term "Lot" shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit.

1.21 Maintenance Area. The term "Maintenance Area" shall mean the Common Areas to the extent they exist, including the areas located within the Landscape Easement (except to the extent that Owners of Lots have the responsibility to maintain the same) and any other improvements owned by the Association and located within or constituting the Parkway not maintained by Owners or the City.

1.22 Master Association. The term "Master Association" shall mean POINTE MEADOW MASTER ASSOCIATION, a Utah nonprofit corporation, its successors and assigns.

1.23 Member. The term "Member" shall mean those persons entitled to membership in the Master Association as provided in this Declaration and in the Articles and Bylaws.

1.24 Mortgage. The term "Mortgage" shall mean any duly recorded and valid mortgage or deed of trust encumbering any portion of the Project.

1.25 Owner. The term "Owner" shall mean: (I) the holder of record ownership of a fee title interest in a Parcel, and that party's successors and assigns including but not limited to a Community Association; (ii) a person who is the owner of record (in the office of the County Recorder of Utah County, Utah) of a fee in a Living Unit. Persons or entities that hold an interest in a Parcel or a Living Unit merely as security for the performance of an obligation shall not be considered Owners.

1.26 Parcel. The term "Parcel" shall mean and refer to each portion of the Entire Tract, which, within 10 years after the date on which this Declaration is recorded in the office of the County Recorder of Utah County, Utah, is separately described in a Map filed with the County Recorder of Utah County, Utah, which Map is filed with the creation of a Community Association; further provided that until the creation of a Community Association the Entire Tract shall be deemed a

Parcel, and after the creation of one or more Community Associations, the balance of the Entire Tract, if any, shall also be deemed a Parcel.

1.27 Parkway. The term "Parkway" shall mean those areas located within the Landscape Easement intended for the common benefit of the Owners and all related landscape improvements, the entrance to the Project, walkways (to the extent not maintained by the City), monument signs for the Project and/or each Community, and other improvements adjacent thereto or as designated as such on a Map. The Parkway shall not consist of any portion of real property which is dedicated to the City.

1.28 Park Parcel. The term "Park Parcel" shall mean that certain real property more particularly described on Exhibit "B" attached hereto and the Improvements as required of the Declarant in accordance with the Governing Documents. The Park Parcel shall be dedicated to the City in accordance with the Governing Documents; provided, however, the Declarant shall reserve for the benefit of the Master Association, an easement for the construction, maintenance and replacement of a storm drain outfall line and the discharge and temporary placement of storm waters of the Project onto such Park Parcel.

1.29 Parties. The term "Parties" shall mean the Declarant, the Owners, the Members, the Community Associations and all other persons or entities having rights and obligations under this Declaration.

1.30 Project. The term "Project" shall mean Pointe Meadow, as then constituted, including but not limited to the Parcels subject to the terms of this Declaration, the Common Areas, and the Parkway (until the same is dedicated to the City, if ever).

1.31 Record of Survey Map, Plat Map or Map. The term "Record of Survey Map", "Plat Map," or "Map" shall mean and refer to any Survey Map of a Condominium Project, a Plat Map of a Planned Unit Development, or a Plat or Map of a Subdivision:

- a. which covers a portion of the Entire Tract;
- b. which describes or creates a Condominium Project, a Planned Unit Development, or a Subdivision;
- c. on which or in which an instrument recorded in conjunction therewith there is expressed the intent to create a Community Association that is a part of the Pointe Meadow Project; and
- d. which is recorded in the office of the County Recorder of Utah County, Utah, within 10 years after the date of which this Declaration is so recorded.

1.32 Reimbursement Assessment. The term "Reimbursement Assessment" shall mean a charge against each Owner for the purpose of reimbursing the Master Association for any costs

incurred by the Master Association on behalf of an individual Owner, pursuant to the provisions of Section 7.6.

1.33 Residential Parcels. The term "Residential Parcels" shall mean those portions of the Development Area excluding the Park Parcel and the Parkway.

1.34 Senior Mortgage. The term "Senior Mortgage" shall mean any Mortgage that is (a) recorded against any portion of a Parcel, Living Unit, or Lot prior to any lien for delinquent assessments, claims or other encumbrances by the Master Association; and (b) is recorded prior to all other loans encumbering such Parcel, Living Unit, or Lot. Encumbrances for loans recorded in second or lower position shall not be Senior Mortgages without an express written subordination agreement from the Master Association which may be given or withheld in the Master Association's sole discretion.

1.35 Toxic Materials. The term "Toxic Materials" shall mean any flammable explosives, asbestos, industrial substances, pollutants, contaminants, chemicals, wastes, discharges, emissions, radioactive materials and other hazardous substances, whether injurious by themselves or in combination with other materials, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances" described in the "Environmental Laws."

1.36 Trustees. The term "Trustees" shall mean the duly appointed members of the Board.

ARTICLE II.

NATURE AND PURPOSE OF COVENANTS

2.1 The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Project to enhance the value, desirability and attractiveness of the Project for the benefit of all Owners. These covenants, conditions and restrictions are imposed upon Declarant, the Owners, the Parcels, the Parkway, and the Master Association. Such covenants, conditions and restrictions shall be a burden upon and a benefit to each Owner, and also that Owner's successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III.

PARCELS SUBMITTED TO DECLARATION

3.1 Submission of Entire Tract. The Entire Tract shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration and subject to the following:

EXCLUDING from the Entire Tract all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located within the Entire Tract; provided, however, that lines and systems specifically conveyed to the Master Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the Entire Tract and any Improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (I) to construct and install utilities lines and related improvements; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) a perpetual easement of ingress and egress for the benefit of the Entire Tract (or Parcels located therein), however developed or utilized, over the Parkway. If, pursuant to the foregoing reservation, the Entire Tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation to Declarant hereby effected shall, unless sooner terminated in accordance with its terms, expire thirty (30) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the Entire Tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

3.2 Submission of Common Areas. Subject to the provisions of Section 4.2, Declarant shall submit to the terms of this Declaration the Common Areas, including any Common Area Facilities, if any, (as hereinafter defined) located therein as more particularly described on Exhibit "C" attached hereto and the Parkway,

EXCLUDING for the foregoing Common Areas all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located within the above-described Common Areas; provided, however, that lines and systems specifically conveyed to the Master Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described Common Areas and any Improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (I) to construct and install utilities lines and related improvements; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) a perpetual easement of ingress and egress for the benefit of the Entire Tract, however developed or utilized, over the Parkway. If, pursuant to the foregoing reservation, the above-described Common Areas or any improvement thereon are traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation to Declarant hereby effected shall, unless sooner terminated in accordance with its terms, expire ten (10) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the Entire Tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

ARTICLE IV.

PROPERTY RIGHTS AND USE RESTRICTIONS

All real property within the Project shall be held, used and enjoyed subject to the following limitations and restrictions.

4.1 Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas to be exercised in accordance with the intended use thereof and subject to the further limitations herein contained. Such right and easement shall be appurtenant to and shall pass with title to each Living Unit and/or Lot and in no event shall be separated therefrom. Such right and easement of enjoyment shall include the right to the non-exclusive use by Members, subject to the reasonable restrictions as hereinafter set forth, of Common Areas for recreation, social, physical needs and desires; and to contribute to the common health, security and happiness of the Members. Any Member may delegate the right and easement of use enjoyment described herein to any tenant, lessee or contract purchaser who resides in such Member's Living Unit, subject to the terms and conditions of the Master Association Rules.

4.2 Title to Common Areas. To the extent that there is intended to be title to any specific Common Areas or Improvements thereon as described on Exhibit "C" (the "Common Area Facilities), the Declarant hereby covenants for itself, its successors and assigns, that it shall convey the Common Areas to the Master Association on or before three (3) years from the date on which this Declaration is recorded in the office of the County Recorder, free and clear of all liens (other than the lien of current general taxes and the lien on any assessment, charges, or taxes imposed by governmental or quasi-governmental authorities). Even though title is retained by the Declarant, Declarant shall have the right to use assessments for the maintenance of such Common Area Facilities.

4.3 Extent of Members' Easements. Member's right and easement of use and enjoyment concerning the Common Areas created hereby shall be subject to the following:

a. The right of the Declarant and the Master Association as provided in its Articles and Bylaws, to suspend a Member's right to the use and enjoyment of any Common Area Facilities included in the Common Areas for any period during which an assessment on such Member's Living Unit or Lot remains unpaid and for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of this Declaration or the Master Association Rules;

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

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

d. The right of the Declarant or the Master Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such municipal, governmental and/or non-commercial purposes and subject to such conditions as may be agreed to by the Declarant or by the Members, provided that no such dedication or transfer by the Master Association shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken unless an instrument signed by Members entitled to cast sixty percent (60%) of the votes of the Membership has been obtained agreeing to such dedication, transfer, purpose or condition; provided, however, nothing herein shall preclude the Declarant from dedicating or transferring any portion of a Parcel as required by the Governing Documents.

e. The right of the Master Association to borrow money for the purpose of improving the Common Areas and to mortgage the Common Areas, or any part hereof, to

carry out such improvements. Any monies borrowed by the Association shall be repaid from assessments as provided in Section 7.2.

4.4 Form of Conveyancing. Any deed, lease, mortgage, deed of trust, or other instruments conveying or encumbering title to a Living Unit or Lot, subject to the terms of this Declaration, shall be deemed to include the right and easement of use and enjoyment in and to the Common Areas as provided herein but subject to the limitations also contained herein.

4.5 Governing Documents and Laws. Each portion of the Project shall be used subject to and in compliance with all Governing Documents and Governing Laws. The Governing Documents each impose certain obligations on the Project. Notwithstanding the foregoing, to the extent that any of the obligations under the Development Agreement are specifically identified therein as the responsibility of Declarant, Declarant shall be solely liable for the performance of those covenants.

4.6 Signs. All signs, posters, displays, billboards and other advertising devices (collectively, the "Signs") and the conditions promulgated for the regulation thereof shall conform to the requirements of all Governing Documents and Governing Laws. The Declarant for the benefit of the Master Association shall erect a monument sign for the entire Project at one or more locations and in a style approved by the City. The Master Association may establish as part of the Master Association Rules, additional provisions for the display and/or placement of signs or the prohibition thereof. Community Association shall be responsible for erecting and maintaining their own Community signs.

4.7 Toxic Materials. No Owner shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from the Project or any portion thereof in violation of any Environmental Laws.

4.8 Maintenance.

a. General. Each Owner shall take all actions and pay all costs necessary to maintain its Living Unit and the Improvements thereon in a safe, clean, sanitary, workable and attractive condition. The Master Association shall take all actions and pay all costs necessary to maintain the Maintenance Area (except where otherwise required of a Community Association) in a safe, clean, sanitary, workable and attractive condition.

b. Parkway Maintenance. In accordance with the requirements of the City and the Governing Documents, the Declarant shall dedicate or grant an easement over the Parkway, or portions thereof to the City for pedestrian traffic. Until such dedication and/or grant of easements and for those portions of the Parkway which are not dedicated, each Owner shall be entitled to an easement for ingress and egress to such Owner's Parcel, Living Unit or Lot, limited however to the intended uses therefore. Declarant shall take all actions and pay all costs necessary to construct the Parkway. To the extent areas within the Parkway are not dedicated, the Master Association shall maintain those areas within the Parkway not to be maintained by Owners.

4.9 Common Area Facilities. Nothing shall be altered or constructed in or removed from the Common Areas except upon the written consent of the Board, subject to the provisions of this Declaration limiting construction on portions of the Common Areas.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

5.1 Organization. The Master Association is organized as a Utah corporation under the Utah Revised Nonprofit Corporation Act. The Master Association is charged with the duties and vested with the powers prescribed by law and set forth in the Master Association's Articles, Bylaws and this Declaration.

5.2 Membership. Every Owner shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from the fee ownership of a Parcel, Living Unit, or Lot which has been submitted to the terms of this Declaration. Transfer of a Parcel, Living Unit, or Lot shall automatically transfer membership in the Master Association.

5.3 Voting Rights. The Master Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Living Unit or Lot in which the interest required for membership in the Master Association is held. In no event, however, shall more than one Class A vote exist with respect to any Living Unit or Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to the following votes:

a. with respect to each Living Unit or Lot in which it holds the interest required for membership in the Master Association, ten (10) votes;

b. with respect to each acre (to the nearest tenth of an acre of each Parcel for which no Living Units have been constructed or no Lots have been created or subdivided, in which it holds the interest required for Membership in the Master Association, one hundred fifty (150) votes. The Class B Membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

1. When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member; or

2. The expiration of ten (10) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

5.4 Multiple Ownership Interests. In the event there is more than one Owner of a particular Living Unit, Lot, or Parcel, the vote relating to such shall be exercised as such Owners may determine among themselves. A vote cast at any Master Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Living Unit, Lot, or Parcel concerned unless an objection is immediately made by another Owner of the same property. 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.

ARTICLE VI.

BOARD OF TRUSTEES

6.1 Decisions.

a. Majority Vote. Any action by the Master Association which must have the approval of the Trustees before being undertaken, shall require the vote or written assent of a majority of all the Trustees except as otherwise expressly set forth in this Declaration.

b. Unanimous Vote. Notwithstanding anything herein to the contrary, the following actions must have the unanimous approval of all of the Trustees before being undertaken:

i. Any amendments to this Declaration; and/or

ii. Any other matters where a unanimous vote is specifically required by this Declaration.

6.2 Declarant Control Period.

a. Subject to the terms and conditions of Paragraphs 6.2 (b) and (c) below, but not withstanding anything else to the contrary contained in this Declaration or in any other Governing Document, Declarant shall have the exclusive right to appoint and remove all Directors, Officers, and Members of the Architectural Control Committee during the Declarant Control Period. The phrase "Declarant Control Period" means the period commencing on the date on which this Declaration is Recorded, and ending on the first to occur of the following:

(i) five (5) years from the date that the Declaration is Recorded; or

(ii) The date upon which Living Units representing one hundred percent (100%) of the total Living Units approved for development in the Project have been conveyed to Purchasers.

b. Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Management Committee, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

c. During the thirty (30) day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect a Management Committee of three (3) Directors consisting of Owners or designated representatives of Owners. Any Owner may designate for election multiple representatives to serve, and such representatives may serve, simultaneously on the Management Committee if so elected. Directors shall take office upon election.

d. No management contract, lease of recreational areas or facilities, or any other contract or lease designed to benefit the Declarant which was executed by or on behalf of the Association or the Unit Owners as a group shall be binding after the expiration of the Declarant Control Period unless renewed or ratified by the consent of a Majority of the Owners.

6.3 Removal of Directors. Directors or officers appointed by Declarant may be removed, with or without cause, solely by Declarant.

ARTICLE VII.

COVENANT FOR ASSESSMENTS

7.1 Covenant to Pay Assessment. Each Owner, by acquiring or in any way becoming vested with his interest in a Living Unit or Lot, shall be deemed to covenant and agree to pay to the Master Association the periodic and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Living Unit and/or Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Living Unit or Lot at the time the assessment falls due. No Owner may exempt himself or his Living Unit or Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Living Unit or Lot. In a voluntary conveyance of a Living Unit or Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Living Unit or Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

7.2 Purpose of Assessments. Assessments levied by the Master Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Project, including but not limited to the appearance and aesthetics of the Development. The use made by the Master Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; repayment of loans; maintenance, repair and improvement of the Maintenance Areas; establishing and funding a reserve to cover major repair or replacement of Improvements within the Maintenance Areas; and any expenses necessary or desirable to enable the Master Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

7.3 Rate of Assessments. Assessments shall be levied against each Owner according to the ratio of the number of bedrooms (although they are not in use for such purpose) in a Living Unit owned by the Owner (including those which may be finished in a basement at a later date) assessed to the total number of bedrooms in all Living Units in the Project subject to assessments. For purposes of the foregoing, in the event that a Lot is subject to assessment but does not have a Living Unit constructed thereon, it shall nevertheless be considered for purposes of determining assessments and shall be deemed to have one bedroom attributable to such Lot.

7.4 Maximum Periodic Assessment. From and after the date set under Section 7.7, each Living Unit and/or Lot which is subject to the terms of this Declaration shall be subject to a periodic assessment of not more than Fifty Dollars (\$50.00) annually multiplied by the number of bedrooms in a Living Unit or by one for a Lot which does not have a Living Unit constructed thereon (the "Ceiling"). From and after January 1, 2002, the Ceiling for the periodic assessment may be increased or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy at a meeting duly called for such purposes. 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 Trustees of the Master Association may from time to time and in their discretion set the amount of the periodic assessment at any sum not in excess of the then applicable Ceiling amount.

7.5 Special Assessments. From and after the date set under Section 7.7, the Master Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonable capable of being fully paid with funds generated by periodic assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the 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.

7.6 Reimbursement Assessment on Specific Living Unit or Lot. In addition to the periodic assessment and any special assessment authorized pursuant to Sections 7.4 and 7.5 above, the Board may levy at any time Special Assessments on each Living Unit or Lot, the Owner or occu-

pant of which shall cause any damage to the Common Areas (including but not limited to Maintenance Areas) necessitating repairs (the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Living Units or Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any Improvement which is part of the general maintenance obligations of the Master Association, it shall not give rise to a Reimbursement Assessment against the Living Units or Lots benefitted.

7.7 Periodic Assessment Due Dates. The periodic assessments provided for herein shall commence as to a Living Unit or Lot on (I) the date a deed is delivered by the Declarant to the purchaser of a Living Unit or a Lot, or (ii) if the sale is by way of a contract of sale (by installment payment with a deed to be delivered on payment), on the date the contract is executed by the parties thereto, or the date of occupancy agreement, or (iii) the date the Owner actually takes possession of a Living Unit and/or Lot, whichever first occurs. The first periodic assessment shall be adjusted according to the number of days remaining in the periodic of conveyance, contract or occupancy as the case may be. Thereafter all periodic assessments shall be due and payable as provided by the Board. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Master Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

7.8 Collection by Master Association. It is anticipated that with respect to certain or a combination of Parcels within the Project, there will exist a Community Association, authorized to levy assessments for the purpose of administration of the purposes and affairs of such Community Association. Each Community Association which becomes a part of the Project shall be, and is hereby authorized to utilize the Community Association for the purposes of collecting from the Owners of such Community Association and enforcing liability for the payment of assessments levied pursuant to this Declaration and the enabling Declaration of the Community Associations included within the Project. Nothing herein however, shall preclude the Master Association from directly collecting or enforcing liability as provided herein.

7.9 Effect of Nonpayment of Assessments; Remedies of the Master Association. Each Owner shall pay to the Master Association each and every of the assessments provided for in this Declaration and agrees to the enforcement of all such assessments in the manner herein specified. In addition, a late charge shall be assessed on any assessment not paid within fifteen (15) days after the date on which it becomes due. Such late charge shall be the greater of ten percent (10%) of the delinquent assessment or \$10.00. Any assessment, including late charges and previously accrued interest associated therewith and not paid within thirty (30) days after the assessment becomes due shall thereafter bear interest at an annual percentage rate not to exceed eighteen percent (18%) or the highest rate allowed by law, whichever is less, both before and after judgment. In the event attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay actual attorneys' fees and costs thereby incurred in addition to any other amounts due

or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

a. Enforcement by Suit. The Master Association may commence and maintain a suit at law against any Owner obligated to pay assessments for such delinquent assessments as to which that Owner is personally obligated. Such suit shall be maintained in the name of the Master Association. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintained without foreclosing or waiving the lien provided below.

b. Enforcement by Lien.

i. Grant of Lien. The Owners hereby irrevocably grant, transfer and assign to Surety Title Company, Utah City, Utah, and its successors and assigns ("Trustee"), with power of sale and right of entry and possession for the benefit of the Master Association, all of the Owners' Living Unit and/or Lot together with all rights, rents, issues, profits and other interests associated therewith. There is hereby created a claim of lien, with power of sale, on each and every Living Unit and Lot to secure payment to the Master Association of any and all assessments levied against any and all Owners, Living Units and Lots provided for in this Declaration, and all costs of collection which may be paid or incurred by the Master Association in connection therewith, including actual attorneys' fees.

ii. Exercise of Lien Rights. At any time after the occurrence of any delinquency in the payment of any such assessment, the Board or any authorized representative thereof may make a written demand for payment to the delinquent Owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien and any demand or claim of lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Master Association against the Living Unit and/or Lot of the defaulting Owner in the Office of the County Recorder of the County. Such claim of lien shall be executed and acknowledged by any officer of the Master Association and shall contain substantially the following information:

1. The name of the record Owner;

2. The legal description of the Living Unit or Lot against which the claim of lien is made.

3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and estimated attorneys' fees (with any proper offset allowed);

4. That the claim of lien is made by the Master Association pursuant to this Declaration;

5. That a lien is claimed against said Living Unit and/or Lot in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with this Declaration; and

6. The name and address of the trustee authorized by the Master Association to enforce the lien by sale through non-judicial foreclosure.

Upon recordation of a duly executed original or copy of a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Master Association as a lien upon the Living Unit and/or Lot against which such assessment was levied.

iii. Foreclosure of Lien. Any such lien may be foreclosed by appropriate action in a court or in the manner provided under the Governing Laws for the foreclosure of a Mortgage or Deed of Trust with power of sale, or in any other manner permitted by the Governing Laws. The Board is hereby authorized to appoint its attorney, any officer or trustee of the Master Association, or any title company authorized to do business in the County as trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Master Association and shall be for the benefit of all other Owners and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien. The Master Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Living Unit and/or Lot. In the event such foreclosure is by action in Court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by the Governing Laws. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner. Upon the timely curing of any default for which a notice of claim of lien was filed by the Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Board shall cause an officer of the Master Association to file and record an appropriate release of such claim of lien in the office of the County Recorder of the County. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of a claim of lien, whether judicially, by power of sale,

or otherwise, until the expiration of ten (10) days after a copy of said claim of lien, showing the date of recordation thereof has been mailed to the Owner of the Unit Owner described in such claim of lien.

iv. Lien Priority. Such a lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except for (a) tax liens for real property taxes on any Living Unit; (b) assessments on any Living Unit in favor of any municipal or other governmental assessing unit; and (c) Senior Mortgages.

7.10 Effect of a Sale or Transfer on Assessments. The sale or transfer of any Living Unit or Lot shall not affect any assessment lien created pursuant to the term of this Declaration to secure assessments becoming due whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent assessments as provided for by Section 7.1; provided, however, that the sale or transfer of any Living Unit or Lot pursuant to a judicial foreclosure or foreclosure by power of sale of a Senior Mortgage, or proceeding in lieu of foreclosure of a Senior Mortgage, shall extinguish any assessment lien which has attached and become effective with regard to the Living Unit or Lot being so transferred prior to the time of such sale or transfer, and shall prohibit the recordation of any assessment lien against such Living Unit or Lot on account of assessments which became due prior to the date of such sale or transfer; provided, however, that there shall be a lien on the interests of the purchaser at such sale which shall attach, be created and become effective and be foreclosed in accordance with this Declaration and which shall secure all assessments becoming due after the date of any such sale or transfer. In the event that all or any portion of an assessment is extinguished from a Living Unit or Lot under this Section, the Trustees shall have the right, but not the obligation, to proportionately reallocate all or any portion of that extinguished assessment among the other Living Units or Lots. For the purpose of this Section, a sale or transfer of a Living Unit or Lot shall occur on the date of recordation of a deed or other instrument of title evidencing the conveyance of record title to the Living Unit or Lot. Notwithstanding the extinguishment of any assessment lien by a Senior Mortgage, that extinguishment shall not relieve the Owner originally responsible for the delinquent assessment secured by that lien for the obligation to pay that delinquent assessment to the Master Association. The Master Association shall execute and deliver a separate subordination agreement requested by any lender that holds a Senior Mortgage.

7.11 Exempt Property. All property in the Project dedicated to and accepted by any public authority and the Common Areas shall be exempt from the assessments created in this Declaration.

7.12 Delivery by Owner. Each Owner shall, as soon as practicable before the transfer of title to a Living Unit, Lot or Parcel, or the execution of a real property sales contract, give to the prospective transferee a copy of this Declaration and copies of the Bylaws and Articles, and a true statement in writing from the Board as to the amount of any delinquent assessments and information relating to penalties, attorneys' fees and other charges authorized by this Declaration on the applicable property as of the date the statement is issued.

7.13 Delivery of Statement by Board. Upon written request, the Board shall, within ten (10) days of the mailing or delivery of such request, provide the Owner, Mortgagee, or prospective

purchaser or Mortgagee, of a Living Unit or Lot with a copy of this Declaration and copies of the Bylaws and Articles, together with a true statement in writing as to the amount of any delinquent assessments, penalties, attorneys' fees and other charge authorized by this Declaration on the Living Unit or Lot as of the date of the request. The Board may impose a fee for providing such documents and statement, but in no event shall the fee exceed the reasonable cost to prepare and reproduce the requested documents.

ARTICLE VIII.

DUTIES AND POWERS OF THE MASTER ASSOCIATION AND BOARD

8.1 General Powers of the Master Association. All powers relating to the management, operation and maintenance of the Common Areas shall be vested in the Master Association and in its Board. The Master Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes of meeting its duties as set forth in this Declaration. The Master Association, through its Board, shall have the authority to delegate its powers to committees, officers of the Master Association or its employees.

8.2 Contracts of the Master Association. The Master Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as the Master Association may deem reasonable or necessary to operate and maintain the Project and the Common Areas, and the Improvements thereon and to discharge its other duties as herein provided.

8.3 Master Association Rules. The Board shall also have the power to adopt, amend, and repeal such Master Association Rules and regulations as it deems reasonable. Upon completion of the notice requirements, the Master Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby.

8.4 Entry Onto Parcels. The Master Association and its representatives shall have the right to enter upon any portion of the Project, including a Parcel subject to the terms of a Declaration for a Community Association, to the extent such entry is reasonably justified and necessary in connection with the performance by the Master Association of its duties and responsibilities under this Declaration, including, without limitation, the construction, maintenance or effectuation of emergency repairs for the benefit of the Common Areas, or for any of the Owners within the Project. The Master Association shall indemnify the Owners for any liability or damage arising from such entry.

ARTICLE IX.

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INSURANCE

9.1 Insurance Coverage. The Master Association shall secure and at all times maintain the following insurance coverage:

a. Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all Improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "Pointe Meadow Master Association, Inc., for the use and benefit of the individual Members, Owners and Mortgagees, as their interests may appear".

b. A policy or policies insuring the Owners, the Master Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Project or of the Owners. Limits of liability under such insurance shall be not less than \$1,000,000 for any one person injured; \$3,000,000 for all persons injured in any one accident; and \$500,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

9.2 Additional Insurance Provisions. The following additional provisions shall apply with respect to insurance to be obtained by the Master Association:

a. In addition to the insurance described above, the Master Association shall secure and all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Project in construction, nature and use.

b. All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

c. The Master Association shall have the authority to adjust losses.

d. Insurance secured and maintained by the Master Association shall not be brought into contribution with insurance held by the Community Associations, individual Owners or their mortgagees.

e. Each policy of insurance obtained by the Master Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Master Association, the Community Associations, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled,

suspended or invalidated due to the conduct of the Master Association, the Community Associations, or of any director, officer, agent or employee of the such Associations without a prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

ARTICLE X.

DAMAGE AND DESTRUCTION AFFECTING COMMON AREAS

10.1 If all or any portion of the Common Areas or Common Area Facilities is damaged or destroyed by fire, or other casualty, the Master Association shall be required and is hereby authorized to take any and all action to repair or rebuild the damaged portions or to cause the damaged portions to be repaired or rebuilt.

ARTICLE XI.

USE RESTRICTIONS

11.1 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.

11.2. Use of Lots and Living Units. All Lots and Parcels (excluding the Park Parcel and the Parkway) are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit unless consistent with the Master Association Rules and applicable governmental requirements. 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 jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

11.3. Building Features and Materials. Each Living Unit located within the Project shall be subject to the conditions and requirements of this Section 12.3; provided, however, in the event that a Community Association has adopted its own building restrictions as part of its Community Declaration which are in compliance with all applicable Governing Laws, the provisions of such Community Declaration shall control.

(a) Building Location. No Living Unit shall be located nearer than four (4) feet to any side yard, twenty (20) feet to any front yard street and a side yard street for corner lots, or fifteen (15) feet to any rear yard boundary; further provided that no garage may be located nearer than twenty (20) feet to any front yard or side yard street. As set forth above, two (2) front yard set backs are required for corner lots, and the requirement for an additional set

back shall not be the basis for granting a variance from Lehi City when constructing a Living Unit upon a corner lot.

(b) Garages. Garages must be attached to the Living Unit and fully enclosed, accommodate a minimum of two cars.

(c) Exterior Building Wall Materials. Not less than seventy percent (70%) of the exterior surface of all Living Units and any permitted accessory buildings shall be constructed of brick, stone, stucco, or synthetic brick or stone or better material (the "Approved Material"), with the balance to be constructed of siding or better materials. The use of any other materials for such buildings shall require the prior written approval of the Architectural Control Committee.

(d) Roof, Soffit and Facia. Roof, soffit and facia material shall be restricted to wood shingles, or shakes, slate, metal, tile, asphalt shingles or other materials approved by the Architectural Control Committee. Fiberglass is prohibited.

(e) Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the Living Unit and shall be integral to the architecture of the house and subject to the approval of the Architectural Control Committee.

(f) Chimneys. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies.

(g) Mailboxes. Mailboxes shall be provided and maintained by each Owner. Mailbox location, height, design and color will be subject to the approval of the United States Post Office.

(h) Fences and Walls.

(i) Each Owner of a Lot shall be required to install, within two (2) years of the purchase of a Lot, and shall thereafter maintain at his own expense, a fence along the rear boundary and side yards of his Lot behind the face of his Living Unit, provided, however that when such Lot abuts another Lot located within the Project the cost of such fence shall be divided equally between the Owners of the adjacent Lots based upon the cost of such fencing per linear foot. Fences constructed by Owners shall be of a height, color, and material as specified in subparagraph (iii) below.

(ii) Owners shall be responsible for the maintenance of fences installed by the Declarant and located within the Landscape Easement.

(iii) Fencing as required in subparagraph (I) above shall be six (6) feet in height and shall be white vinyl privacy fences, in accordance with the fencing

requirements established by the Architectural Control Committee with the approval of Declarant.

(iv) All other fences and walls that an Owner may elect to install upon a Lot shall be white vinyl. Individual Lot Fences which are to be located in front yards (in front of the front face of a Living Unit) shall be approved in writing by the Architectural Control Committee.

(i) Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas and asphalt are not permitted. All driveways must be able to accommodate the off-street parking of not less than two (2) vehicles.

(j) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

(k) Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the Architectural Control Committee.

(l) Pools, Spas, Fountains, Gamecourts. Pools, spas, fountains and gamecourts shall be approved by the Architectural Control Committee and shall be located to avoid impacting adjacent properties with light or sound. No gamecourt shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

(m) Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view, unless approved to the contrary by the Architectural Control Committee.

(n) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of a Lot.

(o) City Approval. Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Architectural Control Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Architectural Guidelines.

11.4. Landscape Easement. (a) As more particularly set forth on the Plat and in this Declaration, the Declarant has established certain landscape areas for aesthetic purposes, which areas the Declarant has reserved as an easement for the benefit of the Association (the "Landscape

Easement"). The Master Association shall have the obligation to maintain and replace as necessary, as a Common Area Expense, all trees and other landscaping which is contained within the Landscape Easement. If the City fails to provide water at its cost for the landscaping located within the Landscape Easement, the Master Association shall provide the same. Owners shall maintain fences located upon their Lots even if located within the Landscape Easement. The addition to, modification of, or removal of trees and other vegetation or fencing, without the prior approval of the Architectural Control Committee shall be deemed a violation of this Section and the Architectural Control Committee shall have the right to require the offending Owner to restore such area to its prior approved condition at the sole cost of Owner. In the event Owner fails to restore such area as required herein, the Master Association shall have the right to restore the same and the cost of such restoration together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 7.6) to which such Lot is subject. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the Project including the development of Common Areas and the installation of utilities serving the Project.

11.5. Recreational Vehicles. No boats, trailers, large trucks and commercial vehicles (herein "Recreation Vehicles") belonging to Owners or other residents of the Property shall be parked on any side, rear, or front yard of any Lot or upon the public streets within the Development, except temporary parking upon public streets not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, except that these restrictions shall not apply to emergency repairs to vehicles or repairs made within an enclosed garage.

11.6. Pets. No animals other than household pets shall be kept or allowed on any Lot, or in any Living Unit. In further explanation of the foregoing, pets in excess of ninety (90) pounds shall not be deemed household pets and shall not be permitted in the Project. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Architectural Control Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

11.7. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better).

11.8. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is

usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

11.9. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

11.10. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units.

11.11. Right of Entry. During reasonable hours, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any building site or Lot, and the improvements thereof (including a Living Unit), to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Master Association have been or are being complied with.

11.12. Signs. No signs whatsoever shall be erected or maintained on any Lot, except:

- a. Such signs as may be required by legal proceedings.
- b. Construction identification signs of a combined total face area of four (4) square feet or less for each Living Unit.
- c. Political signs of a combined total face area of four (4) square feet or less for each Living Unit.
- d. A "For Sale" or "For Rent" sign, to the extent permitted by the Board.
- e. Temporary signs in content and size as shall be permitted by the Board.

11.13. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Architectural Control Committee or the City. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection. Each Owner must at all times and at his expense provide garbage cans.

11.14. Restrictions Regarding Basements. Subsurface conditions of Lots located within the Project may preclude the construction of basements or the installation of special equipment to accommodate what may be considered typical requirements for construction. Each Owner shall be expected to confirm, at his own risk, whether or not a Lot is suitable for basement or subsurface construction.

11.15. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- a. Declarant, so long as it has any interest in any of the Property;
- b. Any Owner;
- c. The Master Association;
- d. A Community Association; or
- e. City.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

11.16. Exception for Declarant. Notwithstanding the restrictions contained in this Article XII, for the seven (7) years following the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah, Declarant 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 construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots and Living Units owned by the Declarant.

ARTICLE XII.

ARCHITECTURAL CONTROL

12.1. Architectural Control Committee. Subject to the provisions of Section 6.2, the Board of Trustees of the Master Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the Project harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

12.2. Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed which is inconsistent with the

terms of this Declaration and where otherwise required, unless approved by the Committee. Notwithstanding the foregoing, in the event a Community Association has adopted its own Declaration which establishes an Architectural Control Committee which has the power and authority to review plans and specifications within the separate Community, approval by such Community Association shall be deemed approval by the Master Association Committee.

12.3. Standard. In deciding whether to approve or disapprove of specific requests 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 and that such proposed improvements enhance the value and aesthetics of the Project.

12.4. Approval Procedure. Any requests, plans and/or specifications submitted to the Committee shall be submitted in triplicate. Upon completion of each review, one set of requests and/or plans will be retained by the Master Association, one set will be retained by the reviewing architect (if any) and the remaining set of plans will be returned to the property owner.

All requests, plans and/or specifications submitted shall be approved or disapproved by it 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.

12.5. Address for Submittal. Requests, plans and/or specifications for the construction and installation of any and all improvements within Pointe Meadow which are required to be approved in accordance with this Declaration shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address:

Pointe Meadow Homeowners' Association
c/o AHP-Lehi, L.L.C.
11775 South State Street
Draper, Utah 84020

The Board of Trustees of the Master Association has the authority to change the address for the submittal of plans and specifications.

12.6. Construction and Landscaping Obligations.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee (Master or Community) shall be diligently prosecuted to completion as follows:

(i) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

(ii) The front yard of each Lot shall be landscaped within a period of one (1) year following completion or occupancy of the Living Unit.

(iii) Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each Living Unit.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each week. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the lot. During the construction period, each construction site shall be kept neat and shall be promptly removed from public or private roads, open spaces and driveways.

(c) Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Architectural Control Committee.

12.7. 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 this Article XIII.

12.8. Exception for Declarant. The foregoing provisions of this Article XIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

ARTICLE XIII.

NOTICES

13.1 In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner at the most recent address furnished by the Owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Living Unit or Lot, and any notice so deposited in the mail within the County shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Master Association may be delivered personally to any Trustee of the Board or delivered in such other manner as may be authorized by the Master Association. Any notice to be given to the Master Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within the County shall be deemed delivered forty-eight (48) hours after such deposit.

DECLARANT'S ACKNOWLEDGMENT

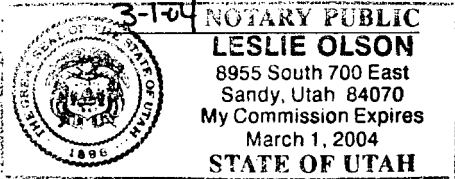
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the ___ day of January, 2003, personally appeared before me ARMANDO ALVAREZ, who being by me duly sworn, did say that he is the Manager of AHP-Lehi, L.L.C., a Utah limited liability company, and that said instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement and signed in behalf of said limited liability company.

MEMBER

Chesie Olson
NOTARY PUBLIC
Residing at: Sandy

By Commission Expires:



CITY'S ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the ___ day of January, 2003, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of Lehi City, Utah, a corporation and body politic of the State of Utah, and that said instrument was duly authorized pursuant to the ordinances of Lehi City.

By Commission Expires:

NOTARY PUBLIC
Residing at:

ENTIRE TRACT PROPERTY DESCRIPTION

OVERALL**(Except church and business park parcels)**

A portion of the Northwest ¼ of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located N89°48'10"E along the ¼ Section line 1460.39 feet and North 14.08 feet from the West ¼ Corner of Section 6, T5S, R1E, S.L.B.& M.; thence Northwesterly along the arc of a 61050.00 foot radius non-tangent curve (radius bears: N47°41'15"E) 421.76 feet through a central angle of 0°23'45" (chord: N42°06'52"W 421.76 feet); thence N41°55'00"W 1091.87 feet; thence N33°23'48"E 72.76 feet; thence along the arc of a 760.00 foot radius curve to the left 455.90 feet through a central angle of 34°22'12" (chord: N16°12'42"E 449.10 feet); thence N0°58'26"W 277.78 feet; thence N87°27'44"E 40.02 feet; thence S0°58'26"E 546.34 feet; thence S89°44'51"E 1993.49 feet; thence S0°05'36"E 513.72 feet; thence N87°38'26"W 20.07 feet; thence S0°05'34"E 454.01 feet; thence West 666.07 feet; thence Southeasterly along the arc of a 533.00 foot radius non-tangent curve (radius bears: S56°41'16"W) 309.89 feet through a central angle of 33°18'44" (chord: S16°39'22"E 305.54 feet); thence South 14.69 feet; thence along the arc of a 26.00 foot radius curve to the left 40.98 feet through a central angle of 90°18'00" (chord: S45°09'00"E 36.87 feet); thence N89°42'00"E 165.00 feet; thence along the arc of a 3060.00 foot radius curve to the right 388.86 feet through a central angle of 7°16'52" (chord: S86°39'34"E 388.60 feet); thence S0°05'34"E 15.24 feet; thence S89°46'55"W 1173.32 feet to the point of beginning.

Contains: 50.23 acres

PARK PARCEL DESCRIPTION

A portion of the Northwest $\frac{1}{4}$ of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located N89°48'10"E along the $\frac{1}{4}$ Section line 1425.78 feet and North 52.25 feet from the West $\frac{1}{4}$ Corner of Section 6, T5S, R1E, S.L.B.& M.; thence Northwesterly along the arc of a 61050.00 foot radius non-tangent curve (radius bears: N47°44'09"E) 370.32 feet through a central angle of 0°20'51" (chord: N42°05'26"W 370.33 feet); thence N41°55'00"W 1009.17 feet; thence N33°23'48"E 51.69 feet; thence S41°55'00"E 736.52 feet; thence S58°45'30"E 671.57 feet; thence East 98.53 feet; thence N65°34'00"E 252.45 feet; thence Southeasterly along the arc of a 467.00 foot radius non-tangent curve (radius bears: S60°05'35"W) 243.76 feet through a central angle of 29°54'25" (chord: S14°57'13"E 241.01 feet); thence South 15.31 feet; thence along the arc of a 26.00 foot radius curve to the right 40.71 feet through a central angle of 89°42'00" (chord: S44°51'00"W 36.67 feet); thence S89°42'00"W 536.97 feet to the point of beginning.

EXHIBIT "C"

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COMMON AREAS

PARKSTRIP PARCELS

A portion of the Northwest $\frac{1}{4}$ of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located N89°48'10"E along the $\frac{1}{4}$ Section line 1439.37 feet and North 37.28 feet from the West $\frac{1}{4}$ Corner of Section 6, T5S, R1E, S.L.B.& M.; thence N42°18'45"W 20.19 feet; thence N89°42'00"E 536.97 feet; thence along the arc of a 26.00 foot radius curve to the left 40.71 feet through a central angle of 89°42'00" (chord: N44°51'00"E 36.67 feet); thence North 15.31 feet; thence along the arc of a 467.00 foot radius curve to the left 477.60 feet through a central angle of 58°35'45" (chord: N29°17'52"W 457.05 feet); thence N58°35'45"W 1043.33 feet; thence along the arc of a 308.00 foot radius curve to the right 83.91 feet through a central angle of 15°36'36" (chord: N50°47'27"W 83.65 feet); thence N31°43'19"W 138.22 feet; thence along the arc of a 242.00 foot radius curve to the left 112.60 feet through a central angle of 26°39'35" (chord: N44°26'12"W 111.59 feet); thence N32°14'00"E 13.00 feet; thence along the arc of a 255.00 foot radius curve to the right 118.65 feet through a central angle of 26°39'35" (chord: S44°26'12"E 117.58 feet); thence S31°37'00"E 135.54 feet; thence along the arc of a 295.00 foot radius curve to the left 80.37 feet through a central angle of 15°36'36" (chord: S50°47'27"E 80.12 feet); thence S58°35'45"E 1043.33 feet; thence along the arc of a 480.00 foot radius curve to the right 490.89 feet through a central angle of 58°35'45" (chord: S29°17'52"E 469.78 feet); thence South 15.31 feet; thence along the arc of a 40.00 foot radius curve to the right 62.65 feet through a central angle of 89°44'10" (chord: S43°24'37"W 56.44 feet); thence S89°42'00"W 523.45 feet to the point of beginning.

Also:

Beginning at a point located N89°48'10"E along the $\frac{1}{4}$ Section line 667.69 feet and North 1347.41 feet from the West $\frac{1}{4}$ Corner of Section 6, T5S, R1E, S.L.B.& M.; thence N27°52'47"E 13.00 feet; thence along the arc of a 308.00 foot radius curve to the right 169.44 feet through a central angle of 31°31'09" (chord: S46°21'39"E 167.30 feet); thence S33°43'24"E 146.91 feet; thence along the arc of a 242.00 foot radius curve to the left 40.20 feet through a central angle of 9°31'05" (chord: S53°50'12"E 40.16 feet); thence S58°35'45"E 1043.33 feet; thence along the arc of a 533.00 foot radius curve to the right 40.75 feet through a central angle of 4°22'51" (chord: S54°49'23"E 70.14 feet); thence S38°56'59"W 13.00 feet; thence along the arc of a 520.00 foot radius curve to the left 68.48 feet through a central angle of 7°32'44" (chord: N54°49'23"W 68.43 feet); thence N58°35'45"W 1043.33 feet; thence along the arc of a 255.00 foot radius curve to the right 42.36 feet through a central angle of 9°31'05" (chord: N53°50'12"W 42.31 feet); thence N33°53'31"W 151.06 feet; thence along the arc of a 295.00 foot radius curve to the left 162.28 feet through a central angle of 31°31'09" (chord: N46°21'39"W 160.25 feet) to the point of beginning.

RIGHTS OF LENDERS

Notwithstanding any provisions to the contrary as may be provided elsewhere in this Declaration, Lenders shall have the following rights:

14.1 Notice to Institutional Holders of Default. Any Institutional Holder of any Mortgage on a Living Unit and/or Lot shall be entitled to receive, upon written request to the Master Association, written notification from the Master Association of any default by the Owner (trustor) of such Living Unit or Lot in the performance of such Owner's obligations under the Declaration or the Articles or Bylaws which is not cured within thirty (30) days from the date of such default.

14.2 Assessments on Foreclosure. Any Institutional Holder of any Senior Mortgage who obtains title to a Living Unit or Lot pursuant to the remedies provided in the Mortgage (but exclusive of a deed in lieu of foreclosure), or through foreclosure of the Senior Mortgage, shall not be liable for any claims for unpaid assessments or charges against such Living Unit or Lot which accrued prior to the acquisition of title to such Living Unit or Lot by the Institutional Holder of the Senior Mortgage.

14.3 Rights of Institutional Holders. All Institutional Holders of Mortgages on individual Living Units and/or Lots shall, upon written request to the Master Association, be entitled to:

- a. Inspect the books and records of the Master Association during normal business hours;
- b. Receive an annual financial statement of the Master Association within ninety (90) days provided, however, that such statements shall be made available only if they have been prepared by the Master Association in the regular course of business, following the end of any fiscal year of the Master Association and the Master Association may charge a reasonable fee for providing the same; and
- c. Receive written notice of all meetings of the Members of the Master Association and shall be entitled to designate a representative to attend to all such meetings.

14.4 Payment of Taxes and Insurance Premiums. Institutional Holders of Mortgages on Living Units and/or Lots within the Project may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against any Common Areas, if any, and may pay overdue premiums on hazard insurance policies or secure hazard insurance coverage upon the lapse of a policy for any Common Area property and the Institutional Holders making such payments shall be owed immediate reimbursement therefor from the Master Association.

14.5 Priority on Distribution of Proceeds. No Owner or any other party shall have priority over any rights of Institutional Holders of Mortgages upon individual Living Units and/or Lots pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or

condemnation awards for losses to or a taking of all or any portion of the Common Areas and/or the individual Living Units and/or Lots.

14.6 Notice of Destruction or Taking. In the event that any Common Areas, or portions thereof, or Improvements thereon, are substantially damaged or destroyed, or are made the subject of any condemnation proceeding in eminent domain or are otherwise sought to be acquired by a condemning authority, the Master Association shall promptly notify all Institutional Holders of Mortgages affected by such destruction, taking or threatened action.

14.7 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any Senior Mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

14.8 Conflicts. In the event of any conflicts between any of the provisions of this Article and any other provisions of the Declaration, the provisions of this Article shall control.

ARTICLE XV.

FINANCIAL STATEMENTS

15.1 The Master Association shall prepare budgets and financial statements of a type and at times determined by the Board.

ARTICLE XVI.

DEVELOPMENT AND MAINTENANCE OBLIGATIONS

16.1 Governing Documents. The Parties shall take all actions and pay all costs necessary to perform all of their respective obligations under the Governing Documents except to the extent modified under this Declaration. None of the Governing Documents shall be amended without the approval of the Declarant and the Board. Declarant shall not pass Declarant's obligations under the Governing Documents on to the Community Association Owners or any other person or entity without the prior written consent of the Board; provided, however nothing herein shall eliminate the Community Associations or the Owners from their obligation to pay for services and utilities which may be provided under such Governing Documents.

This Article is not intended to restate the obligations of Declarant or the Owners under the Governing Documents but rather is intended to (a) elaborate upon or clarify certain matters not otherwise set forth in the Governing Documents; and (b) restate certain maintenance obligations that must continue beyond the time that the Governing Document in which they are set forth will otherwise expire.

16.2 Trees and Lighting. All plans for trees, planting, landscaping and lighting in the Project must be approved by the Declarant and the Board.

ARTICLE XVII.

GENERAL PROVISIONS

17.1 Indemnifications.

a. General. Except to the extent caused by the negligence or intentional misconduct of any indemnified Party hereunder, the Parties hereby indemnify and hold each other harmless from and against all claims, liabilities and expenses (including attorneys' fees) arising out of (a) their respective Community Associations; (b) their breach of this Declaration or any of the other Governing Documents; and (c) their negligence or intentional misconduct. All indemnifications under this Declaration shall survive the termination of this Declaration with respect to matters arising out of circumstances existing prior to such termination.

b. Master Association. To the fullest extent allowed by the Governing Laws, the Master Association shall indemnify and hold harmless, and the Members and owners shall release, all directors and officers of the Master Association, the Board and their respective committees from any and all liabilities, claims and expenses (including attorneys' fees) associated with the performance of their duties on behalf of the Master Association, the Board or their respective committees to the extent that the actions or omissions of those individuals are in good faith and without intentional or criminal misconduct or fraud.

17.2 No Discriminatory Restrictions. No Party shall execute or cause to be recorded any instrument or take or omit to take any action that imposes a restriction upon the use, sale, lease or occupancy of all or any area in the Project or Community Associations on the basis of race, sex, sexual preference, marital status, national ancestry, color, religion or age.

17.3 Severability. Should any of the covenants contained in this Declaration be void or be or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

17.4 Term. Subject to the limitations set forth in this Section 17.4, this Declaration and the covenants herein contained shall be in effect until December 31, 2050 and shall automatically be extended for successive periods of twenty (20) years unless within six (6) months prior to the expiration of the initial term or any twenty (20) year renewal period a written agreement executed by all of the then Members shall be placed on record in the Office of the County Recorder of the County by the terms of which agreement the effectiveness of this Declaration is terminated or the covenants herein contained are extinguished in whole or in part as to all or any part of the property then subject thereto.

17.5 Amendments. Subject to the rights of lenders as set forth in Article XV, this Declaration may be amended only as follows:

- a. By the affirmative vote of not less than two-thirds of all Class A Membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose;
- b. so long as Class B Memberships exist, the written consent of Declarant; and
- c. The City.

Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least seven (7) 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 requirements set forth in the foregoing portion of this Section 18.5) 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 sixty (60) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section 18.5 shall be accomplished through the recordation of an instrument executed by the Master Association (and by the Developer if the Class B Membership then exists), and the City. In such instrument an officer or director of the Master Association shall certify that the vote required by the Section 18.5 for amendment has occurred.

17.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Project and for the maintenance of the Maintenance Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. No rule of strict interpretation shall be applied against any Party.

17.7 Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

17.8 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Declarant, Board, the Master Association, or any other Owner. Such remedy shall be deemed cumulative and not exclusive.

17.9 Conflicts. In case of any conflict between this Declaration and the Articles or Bylaws, this Declaration shall control.

17.10 Attorneys' Fees. In the event of any controversy or claim respecting this Declaration or the Governing Documents, or in connection with the enforcement of this Declaration or the Governing Documents, the prevailing parties shall be entitled to be reimbursed for reasonable expenses (including attorneys' fees) and damages that they may incur.

17.11 Performance. Each Party, person and/or entity governed and affected by this Declaration shall perform its respective obligations under this Declaration in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed and affected by this Declaration, the development of any portion of the Project or the issuance of certificates of occupancy or other approvals associated therewith.

17.12 Assignability. The Parties shall not assign, convey, encumber or otherwise transfer their respective obligations under this Declaration separate from their respective interests in the Project; provided, however, that nothing here shall preclude the Declarant from assigning its obligations to a successor who agrees to assume such obligations.

17.13 No Third Party Rights. The obligations of the Parties set forth in this Declaration shall not create any rights in or obligations to any other persons or entities other than the Parties.

17.14 No Waiver. Any Party's failure to enforce any provision of the Declaration shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in a writing by the party intended to be benefitted by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

17.15 Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

17.16 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Declaration which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

17.17 Cooperation. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

17.18 No Relationship. Nothing in this Declaration shall be construed to create any partnership, joint venture or fiduciary relationship between the Parties.

17.19 Consents and Approvals. Except as expressly stated in this Declaration, the consent, approval, permit, license or other authorization of any Party shall not be unreasonably withheld,

conditioned or delayed. In the event that a party requests in writing the approval or consent of another party, the Board or the Master Association on any matter associated with the Declaration and the requesting Party does not receive a written disapproval within thirty (30) days following the date of such request, the non-responding Party's silence shall be deemed to be the non-responding Party's consent to, or approval of, the matter requested by the Party making the request. No consent, approval or authorization, or the absence thereof, by any Party shall make the Party liable in any manner for the matter subject to that consent, approval or authorization or the consequences thereof.

17.20 Exhibits. All Exhibits attached hereto and hereby made a part hereof.

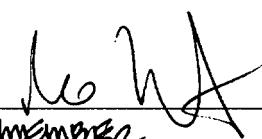
17.21 Recitals. The recitals are incorporated into this Declaration.

17.22 The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferee and assigns, binds himself, his heirs, personal representatives, successors, transferee and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferee thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand.

"Declarant"

AHP-LEHI, L.L.C., a Utah limited liability company

By: 
Its: MEMBER

Approved as to form:

LEHI CITY, UTAH, a corporation and body politic of the State of Utah

By: _____
Its: _____