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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST VALLEY CITY  
3600 CONSTITUTION BLVD  
UJC UT 84119-3720  
BY: SAM, DEPUTY - WI 6 P.

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CENTER POINTE HOLLOW P.U.D.

THIS DECLARATION is made and executed by Center Pointe Development, LLC, (a limited liability company with address of 6385 S Castlefield Lane, Murray, Utah 84107, formed in the State of Utah on October 3, 2006 with Utah entity number 6346681-0160) hereinafter referred to as "Declarant" as of the date appearing by its signature.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in West Valley City, County of Salt Lake, State of Utah, which is more particularly described as:

See Exhibit" A" (attached hereto)

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

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## ARTICLE I--DEFINITIONS

*Section 1. Association* shall mean and refer to Center Pointe Hollow Homeowner's Association, its successors and assigns.

*Section 2. Owner* shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

*Section 3. Properties* shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

*Section 4. Common Area* shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association consists of all real property subject to this declaration that is not contained within the description of a Lot.

*Section 5. Lot* shall mean and refer to the surface area footprint of any plot of land subject to this declaration shown or designated as a Lot upon any recorded subdivision map of the Properties, together with the vertical extension of such footprint downward to the depth of the base of any footings approved by Salt Lake County, the Declarant, or the Association, together with the vertical extension of such footprint upward, including airspace.

*Section 6. Declarant* shall mean and refer to entity designated at the first of this document as Declarant, its successors and assigns if such successors and assigns should acquire undeveloped Lots from the Declarant solely for the purpose of development and Declarant recognizes its status as such in assignment or conveyance documents.

## ARTICLE II--PROPERTY RIGHTS

*Section 1. Owners' Easements of Enjoyment.* Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge a reasonable fee for the use of any portion of the Common Area;

(b) the right of the Association to suspend the voting rights and right to any non-essential use of the common areas by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any

public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

*Section 3. Conveyancing.* Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot may describe that Lot by the Lot number shown on the subdivision map of the property with appropriate reference to the map and to this declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, and in substantially the following form:

All of [Lot No. \_\_\_\_] contained within CENTER POINTE HOLLOW P.U.D., as the same is identified in the Plat Map recorded in Salt Lake County, Utah as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the official records of the County Recorder of Salt Lake County, Utah (as said Plat Map may have heretofore been amended or supplemented) and in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CENTER POINTE HOLLOW P.U.D., recorded in Salt Lake County, Utah as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the official records of the County Recorder of Salt Lake County, Utah (as said Declaration may have heretofore been supplemented).

## ARTICLE III--MEMBERSHIP & VOTING RIGHTS

*Section 1. Every owner* of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The one vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

*Section 2. Declarant* shall be entitled to three (3) votes for each Lot owned. Declarant shall be deemed to be a separate class of member until Declarant no longer holds an interest in any lot.

## ARTICLE IV--COVENANT FOR ASSESSMENTS

*Section 1. Lien and Personal Obligation.* The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant

and agree to pay to the Association: (1) annual assessments or charges, and (2) monthly assessments or charges for water, sewer, and storm drain usage as determined by monthly usage (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing Lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

*Section 2. Purpose of Assessments.* The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

*Section 3. Maximum Annual Assessment.* Declarant may separately determine the annual assessment until two-thirds (2/3) of the Lots have been sold.

(a) From and after January 1 of the year immediately following the date upon which Declarant no longer has an interest in two-thirds (2/3) of the Lots, the maximum annual assessment may be increased each year not more than 3% above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the date upon which Declarant no longer has an interest in two-thirds (2/3) of the Lots, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Association's Board of Directors or other governing body may fix the annual assessment at an amount not in excess of the maximum.

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

*Section 5. Notice and Quorum.* Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be held more than 60 days following the preceding meeting.

*Section 6. Uniform Rate of Assessment.* Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

*Section 7. Starting and Due Dates.* The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

*Section 8. Nonpayment: Remedies.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

*Section 9. Subordination of the Lien to Mortgages.* The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage and any interest of Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V--EXTERIOR MAINTENANCE

Section 1. In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner in compliance with any reasonable rule or regulation

established by the Association, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE VI--PARTY WALLS

*Section 1. General Rules of Law Apply.* Any wall or barrier which is placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

*Section 2. Sharing of Repair and Maintenance.* The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Absent reasonable evidence and determination to the contrary, the proportion of use of such wall or barrier will be deemed to be the proportion of lineal feet of the respective dividing line upon which the same rests.

*Section 3. Destruction by Fire or Other Casualty.* If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owners who use such wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.

*Section 4. Weatherproofing.* Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a party wall, which normally would be protected from the elements, to become exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

*Section 5. Right to Contribution Runs with Land.* The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

*Section 6. Arbitration.* In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VII--ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties,

nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Declarant or the Board. The Declarant may withhold such approval at its discretion. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Such presumptive determination, however, will not apply to Declarant.

#### ARTICLE VIII--RESTRICTIONS

*Section 1. Residential Use.* Lots may be occupied by Owner(s), or by the tenants of any such Owner(s) as a dwelling unit and occupied by one family per Lot, provided, however, that to the extent such use is not prohibited by government ordinance, rule or regulation, a Lot may be occupied and used by tenants, family, or social guests of any such Owner or tenant as the law allows.

*Section 2. Commercial Use.* Except as otherwise provided in this Declaration, no Lot shall be used or caused, allowed or authorized to be used in anyway, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, mineral extraction or other such non-residential purpose or purposes. Except, however, a lot may be temporarily used for marketing purposes of said lot or other lots within the development.

*Section 3. Antennas and External Fixtures.* No television poles, antennas, flag poles, clothes lines, or other external fixtures other than those originally installed by Declarant or approved by the Association and any replacements, shall be, constructed, erected or maintained on or within the Properties or any structures within it. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by Declarant or approved by the Association, and their replacements, shall be constructed, erected or maintained on or within the Properties or any structures within it. Notwithstanding, the foregoing, with the prior consent of the Association as provided in Article VII hereto, a Lot owner may install one satellite dish not exceeding twenty inches in diameter or a single antennae not exceeding five feet in height or width.

*Section 4. Fences.* No fences, awnings, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within

the Properties except those that are installed in accordance with the original construction of the Properties, and their replacements, or as are authorized and approved by the Declarant or Association as provided in Article VII hereto. No Owner shall make structural alterations or modifications to his Lot or any of the Common Areas or Limited Common Areas, except as otherwise approved by the Declarant or Association in writing. The Declarant or Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Properties, however, this provision imposes no duty on the part of the Declarant or Association to judge or ensure the suitability or appropriateness of the same.

*Section 5. Signs.* No sign of any kind shall be displayed to the public view on or from any Lot or any other Portions of the Properties without the approval of the Declarant or Association as provided in Article VII hereto, except such signs that may be used by the Declarant or its designees from the date of recordation of this Declaration for the purpose of developing, selling and improving Lots within the Properties.

*Section 6. Offensive Conduct and Nuisances.* No obnoxious or offensive activities, including, but not limited to, repair of automobiles or other motorized vehicles (other than emergency repairs), shall be carried on within the Properties. Nothing shall be done within individual Lots or within the Properties that may be or may become an annoyance or nuisance to the residents of the Properties, or that in any way interferes with the quiet enjoyment of the occupants of the Lots. Unless otherwise permitted by the Declarant or the Association, no Owner shall (1) use power tools or maintain a hobby shop and/or (2) except within such Lot or Common Area appurtenant to such Lot, serve food or beverages, cook, barbecue, or engage in similar activities. No consent for any commercial or unreasonably repetitive activity should be herein implied. No Owner shall store any dangerous explosive or inflammable materials either in his Lot or upon the Common Areas or anything that will increase the rate of insurance, or increase the possibility of danger or injury to any persons, property, or to the properties.

*Section 7. Restricted Use of Recreational Vehicles.* No boat, trailer, camper, recreational vehicle or tent shall be used as a living area while located on or within the Properties. No boat, trailer, camper, or recreational vehicle shall be parked or left on any street, driveway, or any part of the Properties other than in a Lot owners enclosed garage. However, trailers or temporary structures for use incidental to the initial construction of the Properties or any subsequent construction thereto, or the initial sale of Lots may be maintained within the Properties, but shall be promptly removed on

completion of all initial construction and all initial sales.

*Section 8. Use of Common Areas.* The Common Area shall not be used for storage of supplies or personal property. Stairs, entrances, sidewalks, yards, driveways or parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either in his Lot or upon the Common Areas which despoils the appearance of the Properties or violates any local State, or Federal laws or regulations.

*Section 9. Animals.* No animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept in any Lot, or elsewhere within the Properties except that fish in aquariums, birds inside bird cages, and one animal, weighing no more than twenty pounds, per Lot may be kept as household pets on any Lot, if (1) they are not kept, bred or raised for commercial purposes, and (2) their maintenance is approved by the association. The Association can prohibit or modify this restriction on the maintenance of pets or any animal in the sole and exclusive discretion of the Association. Each person bringing or keeping a pet on the Properties shall be liable pursuant to the laws of the State of Utah to other Owners and/or the Association, their family members, guests, invitees, tenants, and contract purchasers, and their respective family members, guests, and invitees, for any damage to persons or property and/or any costs of repair, cleanup, and maintenance, caused by any such pet brought on or kept on the Properties by such person or by members of his family, his guests or invitees.

*Section 10. Trash Disposal.* Trash, garbage or other waste shall be kept only in sanitary containers or receptacles, which containers or receptacles shall be placed at the discretion of the Association. No Owner of a Lot or tenant thereof shall permit or cause any trash or refuse to be kept on any portion of the Properties other than in the receptacles customarily used for it, which shall be located only in places specifically designed for such purposes or within the Properties.

*Section 11. Outside Drying and Laundering.* No exterior clotheslines shall be erected or maintained and there shall be no exterior drying or laundering of clothes or other items of personal property on balconies, patios, porches, railings or other areas.

*Section 12. Structural Alterations.* No structural alterations to the interior of any Lot shall be made and no plumbing or electrical work within any bearing or common walls shall be made by any Owner or permitted to be made, without the prior written consent of the Declarant or Association as provided in Article VII hereto.

*Section 13. Exterior Alterations.* No Owner shall

make or permit to be made any alterations or modifications (including painting) to the exterior of the buildings, or to Lots, fences, railings, walls or landscaping situated within the Properties without the prior written consent of the Declarant or Association as provided in Article VII hereto, which shall consider harmony with external design color and location with the properties as a whole.

*Section 14. Limited Common Areas.* The plat map does not provide for Limited Common Areas—rather those areas which may, from time to time, be thought to be limited common areas are contained within a Lot. Each such area shall be subject to the terms of this Declaration.

*Section 15. Parking Restrictions.* Unless otherwise permitted by the Association, no automobile, boat, trailer or recreational vehicle, camper, truck or commercial vehicle shall be parked or left on any street or any part of the Properties other than a permitted within a Lot. Notwithstanding the foregoing, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules.

*Section 16. Garage Restrictions.* Garage areas shall at no time be used for the storage of any item that prevents the storage of cars, trucks, motorcycles or any other form of transportation primary to the Owner of each such Lot.

*Section 17. Compliance with Laws.* Nothing shall be done or kept in any Lot or in the Properties that might increase the rate of, or cause the cancellation of, insurance on the properties, or any portion of the Properties, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body. No Owner shall allow any furniture, furnishings or other personal property belonging to such Owner to remain within any portion of the Properties except in such Owner's Lot and except as may otherwise be permitted by the Association.

**ARTICLE IX--GENERAL PROVISIONS**

*Section 1. Enforcement.* The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

*Section 2. Severability.* Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which

shall remain in full force and effect. Rather such covenant or restriction shall be deemed evidence of the intent of the Declarant and enforced to the extent plausible.

*Section 3. Amendment.* The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of each class of members (the Lot Owners) and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

*Section 4. Annexation.*

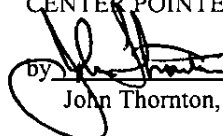
(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land may be annexed by the Declarant without the consent of members within ten years of the date of this instrument provided that such land is contiguous to the Properties and such annexation is intended to enhance the Properties.

*Section 5. FHA/VA Approval.* If the Lots or Properties have obtained approval of the Federal Housing Administration or the Veterans Administration, then the following actions will require their prior approval: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

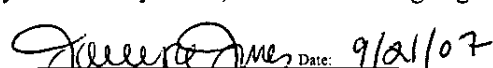
IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year indicated by its signature.

CENTER POINTE DEVELOPMENT, LLC

by  Manager Date: 9/21/07  
John Thornton, Manager

State of Utah )  
County of Salt Lake )

Personally appeared before me John Thornton, Manager of Center Pointe Development, LLC, who being by me first duly sworn, executed the foregoing.

 Date: 9/21/07  
Notary Public Midvale, Utah  
EX 05/17/2009

