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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND MANAGEMENT POLICIES

FOR

TIMBER LAKES ESTATES

THIS DECLARATION, made on the date hereinafter set forth by Timber
Lakes Corporation, a Utah corporation, hereinafter referred to as
"Declarant."

WITNESSETH:

WHEREAS, Declarant has previously developed certain real property
in the unincorporated area of Wasatch County known as Timber Lakes
Estates, which property is more particularly described as follows:

Timber Lakes Estates Plats 1-14, 16, 18 and 18A as shown on the
records of the Wasatch County Recorder;

hereinafter referred to as "Plats 1-14, 16, 18, and 18A" and

WHEREAS, the purchasers of the Lots described on Plats 1-14, 16, 18 and 18A
have previously agreed by contract to be subject to all restrictive
covenants and conditions applicable to said Plats 1-14, 16, 18 and 18A,
which covenants provide in part that all Lot purchasers shall
be Members of a property owners association; and

WHEREAS, a property owners association has been established and is
known as the Timber Lakes Property Owners Association, a Utah
nonprofit corporation, with the authority to bind said Lot purchasers
by action of its authorized representatives; and

WHEREAS, Declarant is the owner of certain property in the County of
Wasatch, State of Utah, which is contiguous and adjacent to
Plats 1-14, 16, 18 and 18A, which is more particularly described as
follows:

(See attached Exhibits A,

hereinafter referred to as "Plat 19" and

WHEREAS, Declarant is desirous of developing on Plat 19 a planned
recreation development in conformity with the ordinances of the
County, to be a continuation and part of the Development established
by Plats 1-14, 16, 18 and 18A, and

ENTRY NO. 149716 DATE 8-28-89 TIME 2:35 FEE 760.00
RECORDED FOR VEIGH CUMMINGS BOOK 211 PAGE 489-504
RECORDER JOE DEAN HUBER BY BRUCE BAILEY

WHEREAS, the Association has been properly incorporated by action of Declarant and has, by and through its duly appointed Board of Directors who are its authorized representatives, reviewed this Declaration of Protective Covenants, Conditions, Restrictions and Management Policies and determined that it is in the best interests of the Association and the individual Lots Owners that this Declaration be approved and adopted by the Association.

NOW, THEREFORE, Declarant and the Association hereby declare that the Properties (hereinafter sometimes referred to as the "the Development") shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and management policies 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.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Timber Lakes Property Owners Association, a Utah nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the holder of record, whether one or more persons or entities, of a fee simple title to any Lot which is a 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 Plats 1-14, 16, 18, 18A and 19 as 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 is that area and all improvements thereon described on Plats 1-14, 16, 18, 18A and 19 and marked "Common Area" as shown on the original records of the Wasatch County Recorder, excepting therefrom all water pipes, lines, valves, fire hydrants, storage tanks and other improvements appurtenant to, connected to or otherwise a part of the culinary water distribution system of the Development. Such Common Area shall be further subject to all easements and restrictions of record and the covenants and reservations contained in this Declaration. Said Common Area does not include that area shown on Plat 11 Amended that surrounds Witts Lake and Jones Lake. (See Civil No. 6324, District Court of Wasatch County).

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Timber Lakes Corporation, a Utah corporation, its successors and assigns.

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 reasonable admission and other fees for the use of any recreation facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right of use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its rules and regulations as set forth in this Declaration and as may be published by the Board of Directors of the Association.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority 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 the Members agreeing to such dedication or transfer has been recorded.
- (d) The rights reserved to Declarant herein, including Declarant's right to add to or expand the Development as more fully provided in Article X.

Section 2. Delegation of Use and Voting Rights. Any Owner may delegate his right to enjoyment of the Common Area and facilities of the Development to the members of his family, his tenants or contract purchasers. In addition, a contract seller may delegate in writing his voting rights granted herein to the contract purchaser(s) of his Lot(s). Declarant has heretofore effected such delegations to all contract purchasers of Lots in Plats 1-14, 16, 18, 3A, and 19. No other such delegations shall be effective until a copy of a written statement making such delegations has been signed and delivered to the secretary of the Association by the Owner(s) of the Lots(s) concerned.

ARTICLE III

Exterior Maintenance

Section 1. Responsibility for Exterior Maintenance. The Association shall be responsible for providing maintenance to the Common Area and any buildings or facilities thereon, including, but not limited to, the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other improvements.

Section 2. Owner Responsibility. The Owners of Lots shall be responsible for providing exterior maintenance upon such Lots and any improvements thereon. In the event that an Owner of any Lot in the Development shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, 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 IV

Additional Covenants

Section 1. General Purposes. These covenants are made for the purpose of creating and keeping the Development, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances and guarding against fires and unnecessary interference with the natural beauty of the Development, all for the mutual benefit and protection of the Owners of Lots in the Development.

Section 2. Temporary Buildings. No building of a temporary nature or trailer, camper or overnight camping shall be permitted to be erected or placed upon a Lot without written permission of the Association.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Exceptions, if any, must be made with the written consent of the Association. In addition, no pet shall be allowed to become a nuisance to other property owners.

Section 4. Water and Sewage. No individual water supply or sewage disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the federal, state or local public authorities and the Association. No outdoor toilets, outdoor clothes poles or clothes lines and no storage of vehicles or material of any kind shall be permitted without written consent of the Association.

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Section 5. Fires. No open fires shall be permitted on any part of the Properties. All chimneys must be covered with spark screens.

Section 6. Tree Cutting. No cutting of live trees shall be permitted without the written consent of the Association, except for road building or installation of utilities by utility companies or Declarant.

Section 7. Residential Use. No building shall be used for any purpose other than residential, except on Lots designated by Declarant or the Association for recreational, business or commercial use.

Section 8. Garbage. All garbage, including trash, tin cans, paper, etc., must be kept in covered metal containers. Owners shall be responsible for removal of garbage or trash from their own Lots.

Section 9. Signs. No signs, billboards, advertising or any nuisance of any nature shall be erected, placed, displayed or maintained on any part of the property herein described nor in or on any building erected thereon, except that signs or advertising may appear upon buildings erected upon Lots designated by Declarant for business or commercial use, provided that such signs or advertising be approved in advance by the Association.

Section 10. Antenna. No exterior television or radio antenna of any kind shall be allowed without written consent of the Association.

Section 11. Private Roads. All roads and driveways within the Properties are to remain private and under the control of the Association, subject to easement rights of Declarant or its designee, provided, however, that each Lot Owner shall be entitled to reasonable ingress and egress to his Lot(s).

Section 12. Snowmobile and Horse Easement. A 15-foot public easement is provided along all Lot lines facing a road. This easement is restricted to the use by the Owners and for over-snow vehicles and equestrian purposes.

Section 13. Grazing Rights and Fencing. Declarant reserves all the grazing rights on all land in the Development and is not responsible to any Owner for damages resulting from sheep, cattle or livestock grazing said land. The Owner of any Lot may fence out the sheep, cattle and livestock at his own expense. However, no fence, wall or similar type barrier of any kind shall be constructed, erected or maintained on any Lot, except such fences or walls as may be approved by the Association as an integral or decorative part of a building to be erected on a Lot or for the control of livestock. No barbed wire fence may be used at any time.

Section 14. Nuisance and Firearms. No noxious or offensive activity shall be carried on within the Development nor shall anything be done or permitted which shall constitute a public nuisance therein. No hunting shall be permitted nor shall any firearms be discharged within the Development.

Section 15. Clean Up of Property. The association shall have the right to enter upon any Lot and clean, repair or remove garbage, trash, material or property, provided the Owner is notified in writing thirty (30) days prior thereto. The Owner may be charged for any and all necessary expenses incurred in cleaning, repairing or removing said material, garbage or trash.

Section 16. Water Use. Water is restricted in use for culinary purposes only and cannot be used for outside lawns and gardens. Any use for landscaping shall be only with written permission of the Association.

Section 17. No County Approval. Nothing in the foregoing sections of this Article IV shall be construed as approval by the County of any nonconforming business or commercial use on the Properties or any other land added to the Development pursuant to this Declaration.

ARTICLE V

Reservations

Section 1. Declarant reserves all water rights not specifically dedicated to Plats 1-14, 16, 18, 18A and 19 and all oil, gas and mineral rights and reserves; also, such rights-of-way over and easements of access to and uses of the Properties as may be reasonably necessary to extract from the Properties any oil, gas, water or mineral which may be located on or under the Properties.

Section 2. Declarant reserves to itself a permanent easement and right-of-way over all roadways and streets shown on Plats 1-14, 16, 18, 18A and 19 for the following purposes;

(a) The perpetual right to enter at any time and from time to time and to install, maintain, inspect, protect, repair, rebuild, replace, remove or otherwise operate all existing water lines and other utility lines which Declarant shall be obligated to maintain and operate, including the right to install additional pipes, valves, fixtures, wires, cables and other necessary lines and appurtenances as Declarant may deem necessary in order to repair, maintain, alter or improve said water or utility lines.

(b) The perpetual right to enter at any time and from time to time to install, maintain, inspect, protect, rebuild, replace, remove, build, construct or otherwise improve additional water lines and other utility lines or other subterranean lines such as gas, electrical or telephone lines as such improvements are deemed necessary by Declarant, whether said improvements are for the Properties and marked on Plats 1-14, 16, 18, 18A and 19 as recorded in the Office of the Wasatch County Recorder or whether such improvements are for other land which may be developed in the future by Declarant.

(c) A perpetual right of access to enter and cross at any time for any and all purposes whatsoever those areas marked on Plats 1-14, 16, 18, 18A and 19 which are recorded with the County Recorder of Wasatch County and are designated as roadways, streets or other means of thoroughfare.

Section 3. The easements and rights-of-way described and granted in Sections 1 and 2 of this Article V are to and shall run with the land and shall be for the benefit and use of Declarant who is the developer of the lands affected by this easement and owner of certain adjacent lands and shall inure to the benefit and use of Declarant, its successors in interest, executors, administrators, assigns and any other person or group of persons who may be hereafter designated by name or description by Declarant or its assigns.

Section 4. To the extent that maintenance, construction or installation of utilities performed by Declarant reasonably requires blockage of certain roadways and streets of the Development during periods of repair, maintenance or construction, Declarant shall be permitted to block or otherwise hinder or restrict traffic flow over such roadways and streets during such periods. However, such roadways and streets shall be promptly restored to proper and useable condition after the completion of such maintenance, construction or installation.

Section 5. Declarant warrants that it will furnish to each Lot in the Development culinary water service and provide the necessary maintenance for the same, for which service and maintenance Declarant shall be entitled to charge a reasonable fee as more fully set out in Paragraph 3 of the Maintenance Agreement between Declarant and the Association and dated March 7, 1988.

ARTICLE VI

Membership and 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.

Section 2. The Association shall have one class of voting membership. Members shall be all Lot Owners and they 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 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. A joint owner of a Lot casting the vote shall be presumed to have the concurrence of all other joint owners of the same lot.

ARTICLE VII

Creation of Lien for Assessments

Section 1. Creation of the Lien for Assessments. The Declarant for each Lot owned within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) 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 attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

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, to improve and maintain the Common Area and to provide all other services and maintenance required of the Association by the Maintenance Agreement.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the recordation of this document, the maximum annual assessment shall be Sixty-five Dollars (\$65.00) per Lot.

(a) From and after January 1 of the year immediately following the recordation of this document, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the recordation of this document, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 3a. Exempt Property. All Lots held by Declarant or its designated sales organization on Plats 1-14 which have heretofore never been sold on contract or otherwise shall be exempt from assessment. All Lots held by Declarant or its designated sales organization on Plat 19 shall be subject to assessment in the same manner as Lots held by other Lot Owners. All Properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from assessments, regardless of ownership.

Section 4. Special Assessments for Capital Improvements. 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

In its discretion the Association may require that any assessment not be expended by the Association in the year of its collection or it may provide that the assessments be treated as a contribution to the capital of the Association in the following years and maintained in a separate capital account until expenditure of such funds is appropriate.

The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in which the expenditure of such funds is appropriate; in such year the Association shall transfer such funds to the ownership of the Association before making the expenditure.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. 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 nor more than 60 days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast one-third (1/3) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, the Members entitled to vote who are present or represented thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. No such subsequent meeting shall be held more than sixty (60) days following the date for which the meeting was originally called.

Section 6. Uniform Rate of Assessment. Except as described in Section 3a of this Article, both annual and special assessments shall be fixed at a uniform rate for each Lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein commenced as to all Lots in Plats 1-14 on January 1, 1979. The annual assessments provided for herein on all Lots in Plat 16 commenced on August 1, 1980. The assessments for Lots in Plat 18 and any other Lots in subsequent plats which may be added to the Properties shall begin as of the first of the month following the recordation of the corresponding approved plat in the Office of the Wasatch County Recorder. The Board of Directors shall fix the amount of the annual assessment and shall notify the Members of the amount thereof in January of each year. Written notice of the annual assessment shall be sent to each Owner of record, or to such other addressee as the owner of record shall designate in writing to the Board of Directors. The due date for each assessment 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. Effects of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ninety (90) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, abandonment of his Lot or assignment of his voting right or right to use of the Common Area.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any prior first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VIII

Architectural Control

Section 1. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any Lot and the proposed location on any Lot or Lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and remodeling, reconstruction, alterations or additions thereto on any Lot shall be subject to and shall require the approval in writing of the Association before any such work is commenced.

Section 2. Two (2) complete sets of plans and specifications, together with proof of approval of water and sewage disposal systems for any and all proposed improvements, the creation or alteration of which is desired, shall be required. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plan, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the Lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. A filing fee as specified in Article XI, Section 2, of the By-Laws of the Association shall accompany the submission of such application plans to defray Association expenses.

Section 3. The Association shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Association for its permanent files. The Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions such as if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete or if the Association deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto or the Owners thereof. The decisions of the Association shall be final.

Section 4. The Association shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions nor for any structural or other defects in any work done according to such plans and specifications.

Section 5. The Association shall have the authority to set up regulations as to the height, architectural plan and design and size requirements for all dwellings and all other types of outbuildings and structures, including fences, walls, copings, etc.

Section 6. No improvements shall be built unless they conform with all requirements of the federal, state and local governing authorities and the minimum building area restrictions as they may exist at the time of approval of the plans by the Association and all appropriate approvals have been given by the County. All of the Association's responsibilities and duties under this Article may be assigned to an Architectural Control Committee appointed by the Board of Directors.

Section 7. Any buildings constructed on Timber Lakes shall be made of fire resistant material.

Section 8. A fuel break shall be at least 100 feet surrounding the cabin or to the lot line. Fuel Break shall be accomplished by thinning the natural vegetation, removing dead plant material and by removing highly flammable vegetation.

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 and management policies and reservations 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 any one 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.

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 seventy-five percent (75%) of the Lot Owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must also be approved by the Board of County Commissioners and must be recorded in the Office of the County Recorder before such amendment shall become effective.

Section 4. Right to Expand. Declarant reserves the right to expand within ten (10) years from the date of this instrument the Development described herein by adding some or all of the following Additional Land, to-wit:

(See attached Exhibit B).

hereinafter referred to as "Additional Land." Such Additional Land may be annexed to the Development described in this Declaration by action of the Declarant and without the consent of the Association within ten (10) years of the date of this instrument, provided the Planning Commission and Board of County Commissioners determine that the annexation is consistent with the

then currently effective laws and ordinances. Declarant's rights and options concerning expansion of the Development by the addition thereto of the Additional Land or portions thereof shall be subject to the following conditions:

(a) The Additional Land may be added, in whole or in part, at any time and from time to time within the limits herein prescribed. Any Additional Land annexed to the Development by action of the Declarant without the consent or otherwise conveyed to the Association (as indicated immediately above) which is dedicated, deeded or otherwise conveyed to the Association by the Declarant shall be free and clear of any encumbrances, including taxes to the date of such annexation. No annexation shall make the Association responsible for any pre-existing debts or obligations on such Additional Land.

(b) In conjunction with the addition to the Development of the Additional Land or a portion thereof, Declarant shall have the right to create Common Areas with the Additional Land or, if the addition is only a portion of the Additional Land, within such portion or such other portions of the Additional Land which are contiguous to the Development of the portions to be added.

(c) Except for the limitations and requirements set forth in the following Subsection (d), there shall be no limitations or requirements relative to (i) the size, location or configuration of any given portion of the Additional Land which can be added to the Development; (ii) the order in which particular portions of the Additional Land can be added to the Development; (iii) the location, number or type of improvements that can be made on any portion of the Additional Land which is added to the Development; (iv) the location or percentage of Common Area to be contained in any portion of the Additional Land which is added to the Development; or (v) the number of Lots which can be developed, the number of Lots per acre and the percentage of open space on any portion of the Additional Land.

(d) The size, location or configuration of any addition to the Development, the location, number or type of improvements that may be made thereon, the location or percentage of Common Area to be contained in any addition, the number of Lots, number of Lots per acre, percentage of open space on any addition and any other requirements shall be subject to prior approval of the Planning Commission and Board of County Commissioners pursuant to the applicable zoning and development ordinances or regulations in effect at the time such approval is requested. Any addition to the Development shall be contiguous to the Development.

(e) In conjunction with the addition to the project of the Additional Land or a portion thereof, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, the rights, rights-of-way and easements described in Article V of this Declaration for the purposes stated therein and for the purpose of enabling access to, furnishing utilities to and facilitating or enabling development of such of the Additional Land as has then not been added to the Development.

Section 5. Procedure for Expansion. The supplements to this Declaration and plats by which addition to the Development or any portion of the Additional Land is accomplished shall be executed by Declarant, shall be in recordable form, must be filed for record in the Office of the County Recorder of Wasatch County, Utah, on or before ten (10) years from the date that this Declaration is recorded and, when taken together, shall contain the following information for that portion of the Additional Land which is being added to the Development:

(a) Data sufficient to identify this Declaration and the record of the plat or survey map.

(b) The legal description of the portion of the Additional Land being added to the Development.

(c) A description of any buildings located or to be located on the portion of the Additional Land concerned and all other significant improvements located or to be located on such portion. Such description shall provide essentially the same type of information as is provided in this Declaration with respect to buildings and improvements initially included in the Development.

(d) The Lot number of each Lot being created within the portion of the Additional Land concerned and any other data necessary for the proper identification thereof.

(e) A description of any Common Area being created within the portion of the Additional Land concerned or within a portion contiguous thereto or contiguous to the Development.

(f) Such rights-of-way and easements as are being reserved by Declarant pursuant to Item (e) of the foregoing Section 4.

(g) Such other documents as may be necessary, desirable or appropriate under the then applicable zoning or development ordinances of Wasatch County.

Section 6. Rights of Lot Owners. The property rights of an Owner described in Article II of this Declaration are subject to this article and no Owner shall be permitted to have the right to claim sole use or easement of enjoyment as to any Common Area or facility owned by the Association under this agreement against any future Owner or any portion of the property described in this Article IX. An Owner shall be entitled to such right of use and easement of enjoyment in the property described in this Article IX as may be granted to such future Owner(s). Upon the recordation of the supplementary documents described in Section 5 above, the provisions and descriptions contained therein shall automatically supplement this Declaration, any plat or survey maps and any supplementary documents previously recorded.

At any time the Declaration, survey maps and plats for the Development shall consist of this Declaration and plat and survey maps initially effective hereunder, as amended and expanded by all supplementary documents theretofore recorded pursuant to the terms hereof.

Section 7. Additional Land--No Impairment of Declarant's Rights. Until such time as any given portion of the Additional Land is added to the Development, unless Declarant gives its prior written consent thereto, no easement, right-of-way or similar matter affecting any part of such portion shall be granted or created, no improvement to or work on any part of such portion shall occur and no other action shall be taken with respect to such portion which would or might impair Declarant's ability to exercise its rights concerning the same.

Section 8. No Obligation to Expand. Except to the extent specifically indicated herein, this Declaration is not intended and shall not be construed so as to impose upon Declarant any obligation respecting or to restrict Declarant in any way with regard to: (i) the addition to the Development of any or all of the Additional Land; (ii) the creation or construction of any Lot, building or other improvement; (iii) the carrying out in any particular way or within any particular time of any Development or addition to the Development which may be undertaken; or (iv) the taking of any particular action with respect to the Development or any portion of the Additional Land. Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation or commitment in this Declaration concerning anything that is or is not to occur, apply or be done on or relative to the Additional Land or any portions thereof shall be binding as to such of the Additional Land as is never added to the Development.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7th day of March, 1988.

Marcy Cummings Sec Declarant, TIMBER LAKES CORPORATION
Attest: Dary L. Fort By Vigil Cummings

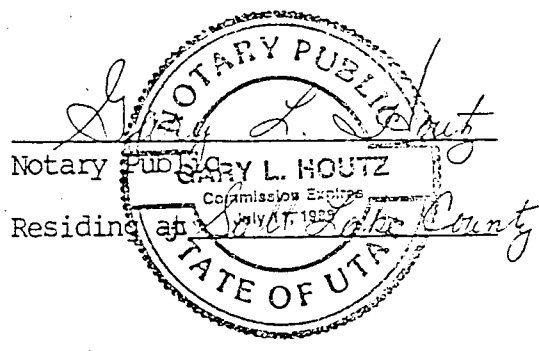
Accepted and approved pursuant to action by and through the Association's duly elected Board of Directors who are its authorized representatives.

TIMBER LAKES PROPERTY OWNERS ASSOCIATION

Attest: Eldon B. Romney By James H. Hunter
Sec'y. - Treas.

STATE OF UTAH)
COUNTY OF Salt Lake) SS.

On the 7th day of March, 1988, personally appeared before me Veigh Cummings who being duly sworn did say that he is the president of Timber Lakes Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said Veigh Cummings duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires: 07-11-88

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On the 25th day of February, 1988, personally appeared before me James A. Hunter who being by me duly sworn did say that he is the president of Timber Lakes Property Owners Association and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its board of directors; and said James A. Hunter duly acknowledged to me that said Association executed the same and that the seal affixed is the seal of said Association.

Eldon B. Romney
Notary Public
Residing at Salt Lake County, UT

My Commission Expires: Feb. 8, 1992

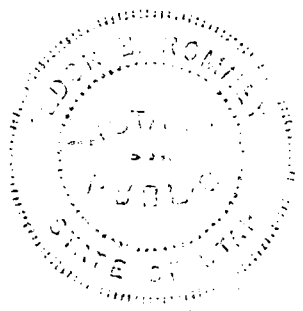


EXHIBIT A

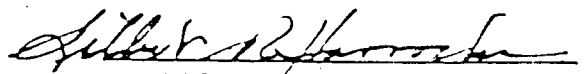
SURVEYOR'S CERTIFICATE

I, Gilbert R. Horrocks do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 3925, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and street, hereafter to be known as TIMBER LAKES SUBDIVISION, PLAT 19.

BOUNDARY DESCRIPTION

Beginning at a point located North 3999.18 feet and West 1581.83 feet from the Southeast Corner of Section 23, Township 4 South, Range 6 East, Salt Lake Base and Meridian, said point being a point on the eastern right of way of Blazing Star Way and the eastern boundary of Timber Lakes Subdivision, Plat 18 and running thence S 58-42-18 E 289.69 feet; thence N 17-33-33 E 289.21 feet; thence N 27-01-27 E 903.64 feet; thence N 11-38-49 E 192.78 feet; thence N 7-11-11 W 165.96 feet; thence S 89-43-05 E 931.69 feet; thence S 1-13-54 W 2639.88 feet; thence S 89-31-00 E 118.06 feet; thence S 1-56-38 W 206.84 feet; thence S 53-10-37 E 109.63 feet; thence S 18-00-31 W 131.77 feet; thence N 81-55-50 W 199.54 feet; thence N 55-32-20 W 55.82 feet; thence N 81-55-49 W 219.37 feet; thence N 3-41-06 E 29.19 feet; thence N 90-00-00 W 105.36 feet; thence S 42-30-08 W 203.19 feet; thence N 71-04-44 W 370.08 feet; thence S 66-47-04 W 401.52 feet; thence N 7-06-39 W 246.05 feet; thence N 29-04-14 W 344.01 feet; thence N 83-22-42 W 238.20 feet; thence N 39-50-16 W 623.79 feet; thence N 62-50-51 E 185.92 feet; thence N 56-26-41 E 435.00 feet; thence N 30-35-33 E 298.94 feet; thence N 58-42-18 W 282.99 feet more or less to the eastern right of way of said Blazing Star Way; thence along the arc of a 725.00 foot radius curve to the left 50.55 feet more or less to the point of beginning. Contains 98.25 acres more or less. Basis of Bearing - Utah Co-ordinate System, Central Zone. Combined grid factor of 0.9995380 at elevation 8767.

July 11, 1988
DATE


Gilbert R. Horrocks
Registered Surveyor