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WHEN RECORDED, MAIL TO:

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MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PILGRIMS LANDING

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MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PILGRIMS LANDING

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this _____ day of _____, 1998, by PILGRIMS LANDING, L.L.C., and FLYING J INC. (hereinafter collectively referred to as "Declarant").

RECITALS

A. Declarant is the owner of certain real property in Lehi, Utah County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). All of the Property and all of the improvements thereon shall be referred to as the "Project".

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Project, in accordance with this Declaration and the Master Plan attached as Exhibit B.

C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to provide for comprehensive land planning, harmonious and appealing landscaping and improvements, and the establishment of separate Maintenance Associations (as hereinafter defined) for portions of the Project. It is also necessary to create a Master Association (as hereinafter defined) to manage certain aspects of the Project and to perform such other acts as shall generally benefit the Project. Pilgrims Landing Master Association, a nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions.

D. It is anticipated that certain portions of the Project will be developed as single family residential units, while others will be developed as multi-family residential units, condominium units, and commercial projects, all under this common scheme and plan for improvement of the Project.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses, 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.

1. DEFINITIONS.

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:

1.1 Act shall mean and refer to the Utah Condominium Ownership Act, Utah Code Ann., Section 57-8-1 et seq., as amended or any successor statute hereinafter enacted.

1.2 Architectural Control Committee or Committee shall mean the committee created pursuant to Article 9.

1.3 Architectural Control Guidelines or Guidelines shall mean those rules, regulations, limitations, restrictions or other guidelines for construction, painting and alteration of Improvements in the Project set forth in writing and approved by the Board of Trustees in accordance with Section 9.

1.4 Articles shall mean and refer to the Articles of Incorporation of the Master Association, as amended from time to time.

1.5 Board shall mean and refer to the Board of Trustees of the Master Association.

1.6 Bylaws shall mean and refer to the Bylaws of the Master Association, as amended from time to time.

1.7 Condominium, Condominium Unit, Condominium Record of Survey Map, and Condominium Project shall have the same meaning as those terms are defined in the Act.

1.8 Condominium Building shall mean a structure containing two or more Condominium Units, constituting all or a portion of a residential or commercial Condominium Project.

1.9 Declarant shall mean and refer to Pilgrims Landing, L.L.C., and Flying J Inc., their successors or assigns if such successors or assigns should acquire, either by operation of law or through a voluntary conveyance, transfer, or assignment, more than one undeveloped Pad from the Declarant for the purpose of development.

1.10 Declaration shall mean and refer to this instrument as amended from time to time.

1.11 Developer shall mean any person, other than Declarant, who owns one or more Pads in the Project for the purpose of selling or leasing them to members of the general public.

1.12 Dwelling shall mean and refer to a residential dwelling unit (including apartments or other multi-family units), together with garages and/or other attached structures and located on a Pad within the Project, and in the case of a Condominium, all elements of a Condominium Unit as defined in the Act and in the Declaration of Condominium and Condominium Record of Survey Map for the Condominium Project in which such Unit is included.

1.13 Improvement shall mean Structures, as defined herein, plants such as trees, hedges, shrubs and bushes, and landscaping of every kind. Improvement shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon or across any portion of the Project. Improvement shall also mean any utility line, conduit, pipe or other related facility or equipment.

1.14 Maintenance Association shall mean any incorporated or unincorporated association of lot, planned unit development, Unit or Condominium Owners (other than the Master Association) to facilitate the management, maintenance and/or operation of any portion of the Project. Any association of unit owners of a Condominium Project shall also be referred to as a Maintenance Association in this Declaration.

1.15 Master Association shall mean the PILGRIMS LANDING MASTER ASSOCIATION, a Utah nonprofit corporation, the Members of which shall be the Declarant, any Developer and each of the Maintenance Associations organized within the Project.

1.16 Master Plan shall mean and refer to the map or plat entitled "PILGRIMS LANDING PRELIMINARY PLAT", approved by the City of Lehi and attached hereto as Exhibit B.

1.17 Member shall mean a person or entity entitled to membership in the Master Association as provided herein.

1.18 Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Pad or Dwelling, including Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 Pad shall mean and refer to one of the nine (9) parcels in the Project designated on the Master Plan as "Lots", each of which is designed to be improved with residential or commercial structures, in accordance with the approval from the City of Lehi.

1.20 Project shall mean the real property described on Exhibit A, together with all improvements thereon and any additions

thereto as may hereafter be brought within the jurisdiction of the Master Association.

1.21 Property shall mean and refer to that certain real property located in Lehi, Utah County, State of Utah, and more particularly described on Exhibit A hereof.

1.22 Rules and Regulations shall mean the rules and regulations promulgated by the Master Association to further govern the possession, use and enjoyment of the Project, as amended from time to time.

1.23 Structure shall mean any tangible thing or device to be fixed permanently or temporarily to real property including but not limited to any Dwelling, as defined herein, building, garage, driveway, walkway, concrete pad, asphalt pad, gravel pad, porch, patio, shed, greenhouse, bathhouse, tennis court, pool, barn, stable, fence, wall, pole, sign, antenna or tent.

2. DESCRIPTION OF THE PROJECT; RIGHTS OF OWNERS AND DECLARANT.

2.1 The Project shall consist of all of the real property described on Exhibit A, and all of the Improvements attached thereto.

2.2 The Project shall consist of nine (9) Pads, each of which are to be improved with one or more single family or multi-family dwellings, Condominium Buildings, commercial buildings and facilities, parking facilities, or appurtenant structures and facilities. The Declarant reserves the right to increase and decrease the number of Pads in the Project subject to the approval of the City of Lehi, as well as the right to change the location and size of any Pad prior to the time that such Pad is sold by Declarant to any third party. All such changes to the number, size or location of any Pad shall be effectuated by a modification of the Master Plan.

2.3 Declarant hereby reserves unto itself, its successors and assigns, the exclusive right to develop, build upon, lease, sell and otherwise use the air space above Lots 4, 5 and 8 (the "Air Space"). Declarant also reserves an easement with respect to Lots 4, 5 and 8 for the placement of any pillars, posts, walls, footings, or other devices used to support any structures which may be constructed in the Air Space reserved hereby. Declarant and/or any transferee of the Air Space shall have the right to construct any improvements therein for commercial, retail, residential, recreational or any other use permitted by the City of Lehi. No owner of Lots 4, 5 or 8, or any part thereof, shall impair or restrict development of the Air Space, but shall cooperate fully with such development and execute any such further documents or agreements deemed necessary by Declarant for the development of such Air Space. Declarant further reserves an

easement for egress and ingress over Lots 4, 5 and 8, and the roads and any other easements in the Project providing access to Lots 4, 5 and 8, for the purpose of constructing and improving the Air Space, and for access to and from the improvements constructed in the Air Space by Declarant, other owners, and lessees, guests, employees, contractors, invitees or customers of Declarant or any subsequent owners of the Air Space. No owner of any Dwelling, Condominium Unit, Pad or any other portion of the Project shall have any easement for view, light, quiet enjoyment, or other easement of any kind, which shall conflict with or impair the right to use the Air Space.

2.4 There may be several Maintenance Associations organized in the Project. A Maintenance Association may be limited to a single Pad and the Improvements thereto, or may be comprised of two or more Pads and the improvements thereto, at the discretion of the Owners of such Pads. Each Maintenance Association shall be created for the purpose of operating, maintaining and governing the use of the Improvements and the common areas and facilities constructed or naturally existing on the Pad or Pads to which such Maintenance Association relates. Each Maintenance Association shall assess and collect fees from its members in accordance with the provisions of its governing instruments, to cover the costs of its activities and responsibilities.

2.5 Maintenance Associations shall be responsible for the maintenance of a certain Pad or Pads in the Project pursuant to a recorded declaration of covenants, conditions and restrictions with respect to such Pad or Pads. If a particular Pad does not have a corresponding Maintenance Association, then the Developer or Owner of such Pad shall be responsible for maintenance. Each Maintenance Association, Developer or Owner shall maintain, repair and replace its area of responsibility and all Improvements thereon, in a safe, sanitary and attractive condition. Such maintenance responsibility shall include, but not be limited to, the control of rubbish, trash, garbage and landscaping visible from other portions of the Project. In the event that a Maintenance Association, Developer or Owner fails to maintain its area of responsibility in a manner which the Board reasonable deems necessary to preserve the appearance and/or value of the Project, the Board shall notify the Maintenance Association, Developer or Owner in writing of the work required and demand that it be done within a reasonable and specified period. In the event that the Maintenance Association, Developer or Owner fails to carry out such maintenance within such period, the Board shall have the right to enter upon such area of responsibility to cause such work to be done and recover the cost thereof from such Maintenance Association, Developer or Owner, together with interest at the legal rate, court costs and attorney's fees. Notwithstanding the foregoing, in the event of an emergency arising out of the failure of a Maintenance Association, Developer or Owner to maintain its area of responsibility, the Board shall have the right to

immediately enter upon such area of responsibility to abate the emergency and to recover the cost thereof from such Maintenance Association, Developer or Owner, together with interest at the legal rate, court costs and attorney's fees.

3. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Pad created on the Property and shall be intended to create mutual equitable servitudes on each Pad in favor of every other Pad, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

4. PERSONS BOUND.

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, the Master Association, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Pads or any part of the Project, shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Pad or Dwelling or any other portion of the Project shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any person or entity whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

5. LAND USE AND BUILDING TYPE.

5.1 The exterior of all Dwellings, including roofs, shall use earth tones, generally compatible with colors used at Thanksgiving Point, such as light browns, natural wood colors, taupe, slates, darker beige and muted greens. No shades of white, blue, black or yellow will be allowed, except on windows. Rock, cultured stone and/or brick will be used on all exteriors of Dwellings as an accent.

5.2 No trailer, basement, tent, shack or other out buildings shall be placed upon or used at any time within the Project as a temporary or permanent residence.

5.3 All single family Dwellings (other than apartments and Condominium Units) shall have a minimum finished area (above

grade and excluding basements) of 1000 square feet for a single level and 1250 square feet for a multi-level.

6. NUISANCES AND RELATED MATTERS.

6.1 No noxious or offensive activity shall be carried on upon any portion of the Project, nor shall anything be done thereon which may be an annoyance or nuisance to others.

6.2 No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets do not create a nuisance.

6.3 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any portion of the Project.

6.4 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

6.5 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure. Provided, however, that television antennas and satellite dishes may be placed on a lot in a location to be approved by the Board.

6.6 Certain areas in the Project shall be designated as "No Parking Tow Away Zones", and will be marked as such by appropriate signage or other similar designations. The Master Association, Lehi City and the Maintenance Association governing any such No Parking Tow Away Zone shall have the right to tow away any vehicle parked in any area marked "No Parking", without prior notice to the owner or possessor of such vehicle and may charge the cost of towing and impoundment of such vehicle to the owner.

7. EASEMENTS.

7.1 Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Pads for ingress and egress, drainage, encroachments, utilities, maintenance of temporary structures, operation and storage of construction equipment and vehicles, for doing all acts reasonable necessary to complete or repair the Project, or to discharge any other duty of Declarant and any other Developers under the Project Documents or sales contracts or otherwise imposed by law, and for activity reasonably necessary to sell, lease, rent or otherwise dispose of the Pads or any other portion of the Project. No structures of any kind shall be erected over any such easements without the written permission of the

Declarant or the Board. These easements shall exist until the date on which the last Pad or Dwelling is sold by the Declarant or any Developer.

7.2 The Master Association, Declarant and each Owner is hereby declared to have an easement appurtenant to their property, over all adjoining property for the purpose of accommodating any encroachment due to minor and professionally acceptable errors in engineering, original construction, settlement or shifting of a building, or any other cause. There shall be valid easements for the maintenance of such encroachments as long as they shall exist. Provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the willful misconduct of such Owner or Owners.

8. MEMBERSHIP; VOTING RIGHTS; TRUSTEES.

8.1 Declarant, every Developer and each Maintenance Association shall be a member of the Master Association.

8.2 The Master Association shall have two classes of voting membership:

Class A. Class A members shall be all Developers and Maintenance Associations, with the exception of the Declarant, and shall be entitled to one vote for each Pad owned or represented. When more than one person holds an interest in any Pad, all such persons shall be members. The vote for such Pad shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Pad.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Pad owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

2. On December 31, 2001.

8.3 The management and maintenance of the Project and the administration of the affairs of the Master Association shall be conducted by a Board of Trustees consisting of three (3) natural persons, who need not be members of the Master Association. The number of Trustees may be changed by amendment of the Bylaws of the Master Association. At the first annual meeting, the members shall elect three (3) Trustees for a term of one (1) year as provided in

the Bylaws. The rights, duties and functions of the Board may be exercised by Declarant until the date the Articles are filed with the State of Utah, after which the initial Board named in the Articles shall serve until the date of the first meeting of the Master Association. The Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Declaration, the Articles and Bylaws, including, but not limited to, the following:

8.3.1 To make and enforce all rules and regulations covering the operation and maintenance of the Project, including Architectural Control Guidelines.

8.3.2 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

8.3.3 To open bank accounts on behalf of the Master Association and to designate the signatures therefor.

8.3.4 To bring, prosecute and settle litigation for itself, the Master Association and the Project.

8.3.5 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Members or Owners, items of personal property necessary or convenient to the management of the business and affairs of the Master Association or for the operation of the Project, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

8.3.6 To keep adequate books and records.

8.3.7 To do all other acts necessary for the operation and maintenance of the Project and the performance of its duties as agent for the Master Association, including the maintenance and repair of any portion of the Project if necessary to protect or preserve the Project.

8.4 Members of the Board, the officers and any assistant officers, agents and employees of the Master Association shall not be liable to the Members or Owners as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; shall have no personal liability in contract to a Member, Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Master Association in their capacity as such; shall have no personal liability in tort to any Member, Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and shall have no personal

liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

8.5 The Members shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members or Owners, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party be reason of the fact that he is or was a member of the Board or an officer or assistant officer, agent or employee of the Master Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law, by agreement, by vote of the Board or otherwise. The indemnification as contained herein shall be paid by the Board on behalf of the Members and shall be assessed and collectible from the Members, including Declarant, on a pro rata basis in accordance with the number of votes of each Member or of Declarant.

8.6 The Board may procure appropriate fidelity bond coverage for any person or entity handling funds of the Master Association.

9. ARCHITECTURAL CONTROL.

9.1. No Improvement shall be commenced, erected, constructed, painted, maintained, altered or in any way changed on any portion of the Project, 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 and for substantial conformity with the Architectural Guides approved by Lehi City in the Area Plan for the Project and any other guidelines established by the Committee, by the Board or by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

9.2 Notwithstanding Section 9.1, no approval shall be required for: (a) initial Improvements constructed by, or with the express written approval of, Declarant; (b) normal maintenance of exempt or previously approved Improvements; (c) rebuilding an exempt or previously approved Improvement; (d) changes to the interior of an exempt or previously approved

Structure; (e) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

9.3 The Architectural Control Committee shall be composed of three (3) or more members appointed by, and subject to removal by, the Board. The members of the Committee need not be Members or Owners. The terms of Committee members shall be for a period of three (3) years. No member of the Committee may be removed without the vote or written consent of the Board. Vacancies on the Committee caused by resignation or removal of a member shall be filled by the Board. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term.

9.4 The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The requirements for valid Committee meetings and actions shall be the same as that which is required for valid Board meetings and action as provided in the Bylaws. The Committee shall keep and maintain a record of all action from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it, along with records of its activities. Unless authorized by the Master Association, the members of the Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement by the Master Association for reasonable expenses incurred by them in connection with the performance of their duties.

9.5 The Committee shall adopt Architectural Control Guidelines and shall perform other duties imposed upon it by the Project Documents or delegated to it by the Board. The address of the Committee shall be the principal office of the Master Association as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where current copies of the Guidelines shall be kept.

9.6 The Board shall approve the initial Guidelines adopted by the Committee. The Committee may, from time to time, amend such Guidelines prospectively, if approved unanimously by all members of the Committee; otherwise Board approval shall be required for any amendment. The Guidelines shall interpret and implement the provisions of this Article 9 by setting forth more specific standards and procedures for Committee review. All Guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements on the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards of Section 9.7 and otherwise shall be in conformity with the purposes and provisions of the Project Documents.

A copy of the current Guidelines shall be available for inspection and copying by any person at any reasonable time during business hours of the Master Association.

9.7 The following minimum standards shall apply to any Improvements constructed on the Project:

a. All Improvements shall be constructed in compliance with applicable zoning laws, building codes, subdivision restrictions and all other laws, ordinances and regulations applicable to Project Improvements.

b. In reviewing proposed Improvements for approval, the Committee shall consider at least the following:

1. Does the proposed Improvement substantially conform to the purposes and provisions of the Project Documents, including Articles 5 and 6 and the Architectural Guides approved by Lehi City in the Area Plan?

2. Is the proposed Improvement of a quality of workmanship and materials comparable to other Improvements that are proposed or existing on the Project?

3. Is the proposed Improvement of a design and character which is harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?

9.8 Any Owner proposing to construct, paint, alter or change any Improvement on the Project which requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed and a proposed time schedule for performing the work. The Committee may charge an Owner a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of the requirement within thirty (30) days of receipt by the Committee of his initial application or the application shall be deemed sufficiently submitted. If timely notified, the applicant shall submit plans and specifications for the proposed work in the form and context reasonably required by the Committee and his application shall not be deemed submitted until that date. Such plans and specifications may include, but are not limited to, showing the nature, kind, shape, color, size, materials and location of the proposed work, or the size, species and location of any plants, trees, shrubs and other proposed landscaping.

9.9 Upon receipt of all documents reasonably required by the Committee to consider the application, the Committee shall proceed expeditiously to review all of such documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and all Guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee fails to notify the applicant within forty-five (45) days after receipt of all documents reasonably required to consider an application or a correction or resubmittal thereof of the action taken by the Committee, whichever is later, the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record. The determination of the Committee shall be final and conclusive, and except for an application to the Committee for reconsideration, there shall be no appeal therefrom.

9.10 Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee including all conditions imposed therewith. The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a longer period at the time of its approval, or to subsequently extend the period upon a showing of good cause. In the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work, shall be required to resubmit its application for the approval of the Committee.

All work approved shall be completed within one (1) year after the date of commencement; or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension, at the option of the Committee, by the number of days that work is delayed by causes not under the control of the applicant or his contractor; or as otherwise extended by the Board. Upon completion of approved work, the applicant shall give written notice thereof to the Committee.

If for any reason the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of such notice of completion from the application, the Improvement shall be deemed to be completed in accordance with the approved plans.

9.11 The Committee, or any authorized representative, shall have the right at any reasonable time, after reasonable notice, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with the Project Documents.

If at any time the Committee determines that work is not being performed or was not performed in compliance with the Project Documents or the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the Owner in writing of such non-compliance, specifying the particulars of non-compliance and demanding that the non-compliance be corrected within a reasonable and specified time period.

In the event that the offending owner fails to remedy such non-compliance within the specified period, the Committee shall notify the Board in writing of such failure. The Board shall have the right to remedy the non-compliance in any appropriate manner permitted by the Project Documents or otherwise permitted by law, or in equity, including but not limited to removing the non-complying Improvement, or recording a notice of non-compliance on the property, as appropriate. The owner shall have the obligation to reimburse the Master Association for any costs incurred in enforcing these provisions and if the Master Association is not reimbursed upon demand, the Board shall have the right to recover such costs from the applicant or Owner, including interest at the legal rate, court costs and attorney's fees.

9.12 The approval by the Committee of any plans, drawings or specifications of any Improvements constructed or proposed, or in connection with any matter requiring the approval of the Committee under the Project Documents, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Committee may grant reasonable variances from the architectural control provisions hereof or from the Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.

9.13 Within thirty (30) days after written demand is delivered to the Committee by any Maintenance Association, Owner or Mortgagee, and upon payment to the Master Association of a reasonable fee (as fixed from time to time by the Board), the Committee shall execute and deliver in recordable form, if requested, an estoppel certificate executed by any three (3) of its members, certifying, with respect to any portion of the Project, that as of the date thereof either: (a) all Improvements made and other work done upon or within such portion of the Project comply with the Project Documents, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Such statement shall be binding upon the Master Association and Committee in favor of any person who may rely thereon in good faith.

9.14 Neither the Declarant, the Board, the Committee nor any member thereof shall be liable to the Master Association or to any Owner or to any third party for any damages, loss, prejudice suffered or claimed on account of (a) the approval or disapproval of such plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any portion of the Project, or (d) the execution and filing of an estoppel certificate pursuant to Section 9.13 or the execution and filing of a notice of noncompliance or noncompletion pursuant to Section 9.11, whether or not the facts therein are correct, if the Declarant, the Board, the Committee or such member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, neither the Committee, the members thereof, the Master Association, the Members, the Board nor Declarant assumes liability or responsibility for the accuracy, completeness or fitness of any plans, drawings and specifications submitted to them, or for any defect in any structure constructed from such plans, drawings and specifications.

10. AMENDMENT.

The covenants and restrictions of this Declaration shall run with the land and bind the land, for a term of twenty (20) years from the date of recordation, after which time they shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided in this Declaration and except as prohibited by law, this Declaration may be amended by an instrument signed by Members of the Master Association who own not less than Eighty Percent (80%) of the Pads. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board. In such instrument, the Board shall certify that the vote or consent required by this Section has occurred. Notwithstanding any other provision contained herein, no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

11. NO WAIVER.

The failure of the Declarant, the Master Association, the Board or their agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Articles, the Bylaws or any rules and regulations promulgated by the Board, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed

as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Master Association or the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

12. ENFORCEMENT.

Each Developer and Owner shall strictly comply with the provisions of the Declaration, the Articles, the Bylaws, the rules and regulations of the Project and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board or its agent or designee on behalf of its Members, the Declarant or the Owners, or in an appropriate case, by an aggrieved Owner.

13. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

14. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

15. LAW CONTROLLING.

This Declaration, the Master Plan, the Articles and the Bylaws shall be construed and controlled by the laws of the State of Utah.

16. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 19th & 26th day of June, 1998.

PILGRIMS LANDING, L.L.C.,
A Utah Limited Liability Company,
By Its Development Manager

~~CRANDALL~~ Development, L.C.

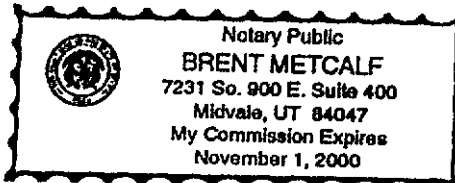
per. [Signature] - My mbr.
PAUL S. TAGGART

FLYING J INC.
A Utah Corporation

By: [Signature]
Its: President

STATE OF UTAH)
COUNTY OF Salt Lake) :SS

On the 26th day of June, 1998, personally appeared before me DAVID S. GAGGART, who, being by me duly sworn, did say that he is the Development Manager of Pilgrims Landing, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.



Brent Metcalf

My Commission Expires: 11-1-2000

NOTARY PUBLIC
Residing At: Se County

STATE OF UTAH)
COUNTY OF BOX ELDER) :SS

On the 19th day of June, 1998, personally appeared before me J Phillip Adams, who, being by me duly sworn, did say that he is the President of Flying J Inc., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of the Corporation by authority of its Bylaws and pursuant to resolution of its Board of Directors, and that the Company executed the same.

Marlene S. Williams

My Commission Expires: 6-5-2000

NOTARY PUBLIC
Residing At: Weber County

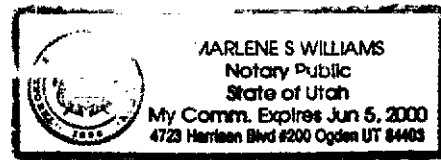
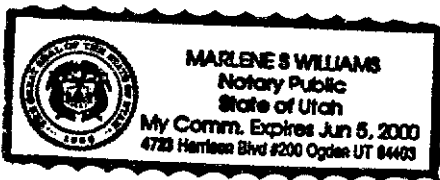


EXHIBIT A

(PAGE 1 OF)

EXHIBIT B

(PILGRIMS LANDING PRELIMINARY PLAT)

EX

NOTES:

1. EACH LOT WILL HAVE OPEN SPACE PER SITE PLAN REVIEW AND AREA PLAN APPROVAL.
2. ROADS TO BE DEDICATED TO LEHI CITY.
3. PROPERTY CONTAINS NO KNOWN WETLANDS.
4. NO FEMA FLOOD PLAINS ENCRDACH ON THE PROPERTY.
5. BUILDING SET BACKS WILL BE AS DEFINED IN THE PILGRIM'S LANDING AREA PLAN FOR EACH DEVELOPEMENT LOT.
6. LANDSCAPING, WALLS & SCREENING SHALL BE PER THE AREA PLAN APPROVAL.
7. LOT 7 & LOT 8 TO BE GRADED PER THE GRAVEL PIT RECLAMATION.

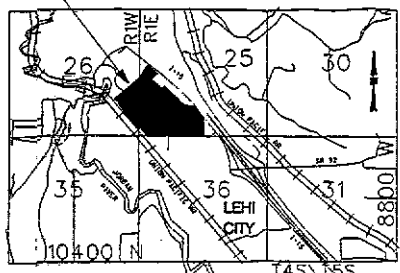
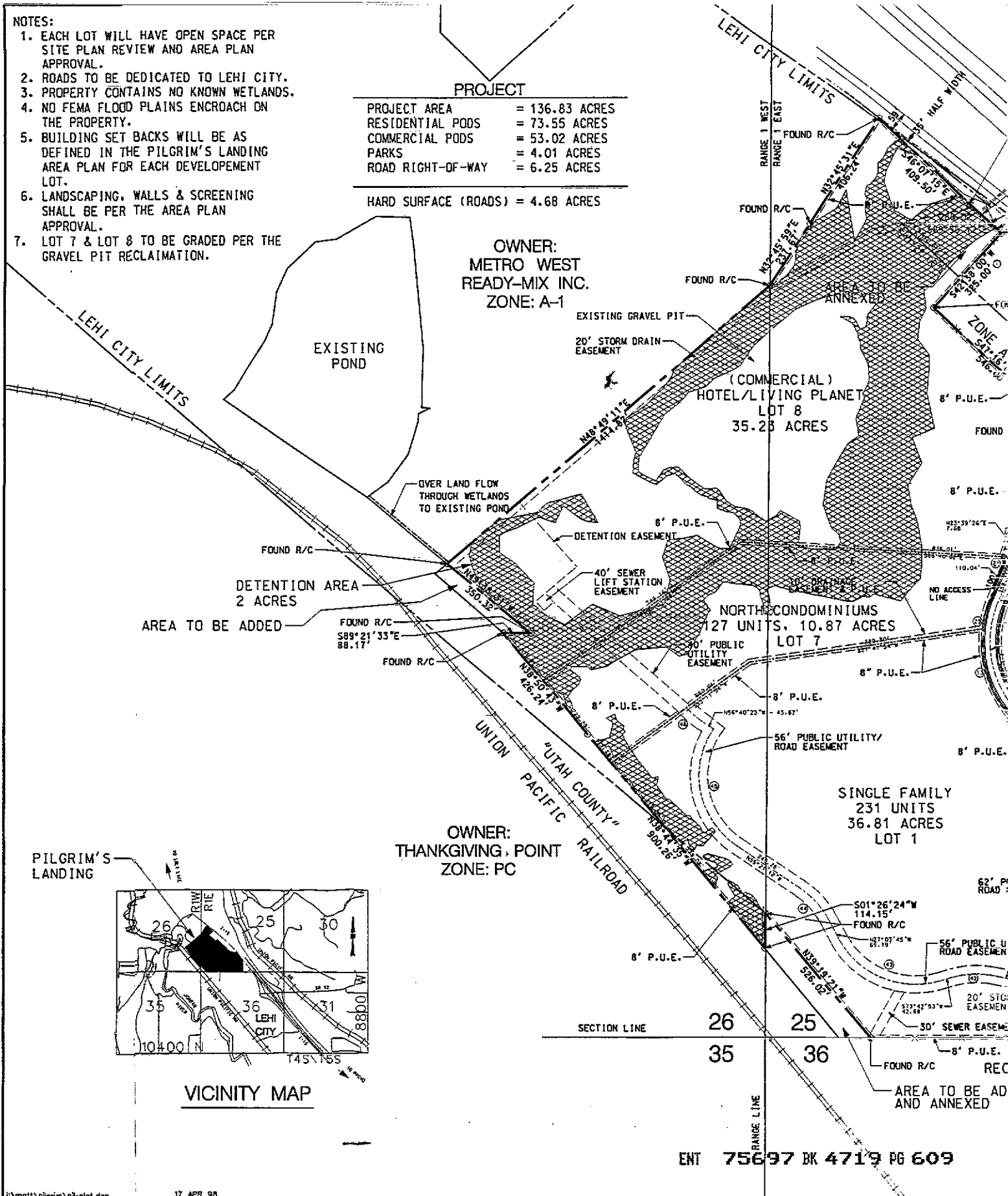
PROJECT

PROJECT AREA = 136.83 ACRES
 RESIDENTIAL PODS = 73.55 ACRES
 COMMERCIAL PODS = 53.02 ACRES
 PARKS = 4.01 ACRES
 ROAD RIGHT-OF-WAY = 6.25 ACRES

HARD SURFACE (ROADS) = 4.68 ACRES

OWNER:
 METRO WEST
 READY-MIX INC.
 ZONE: A-1

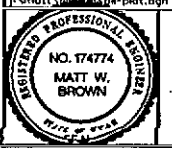
OWNER:
 THANKSGIVING POINT
 ZONE: PC



VICINITY MAP

ENT 75697 BK 4719 PG 609

17 APR 98



MW. BROWN
 Engineering Inc.

P.O. Box 1297
 Orem, Utah 84059
 Office (801) 223-7080
 Fax (801) 223-9085

NO.	DATE	BY	REVISION	MADE BY	DATE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

DESIGNED BY: M.W. BROWN
 DRAWN BY: J.M. MYERS
 CHECKED BY: M.W. BROWN
 SCALE: HORIZ. SEE ABOVE
 VERT. SEE ABOVE
 DATE: MARCH 5, 1998

HIBIT B.

PRELIMINARY PLAT

PILGRIM'S LANDING

at Thanksgiving Point

A PLANNED COMMUNITY DEVELOPMENT
MARCH 20, 1998

ZONE: PLANNED COMMUNITY

ENGINEER/SURVEYOR:

M.W. BROWN ENGINEERING INC.
MATT W. BROWN P.E.
P.O. BOX 1297
OREM, UTAH 84059

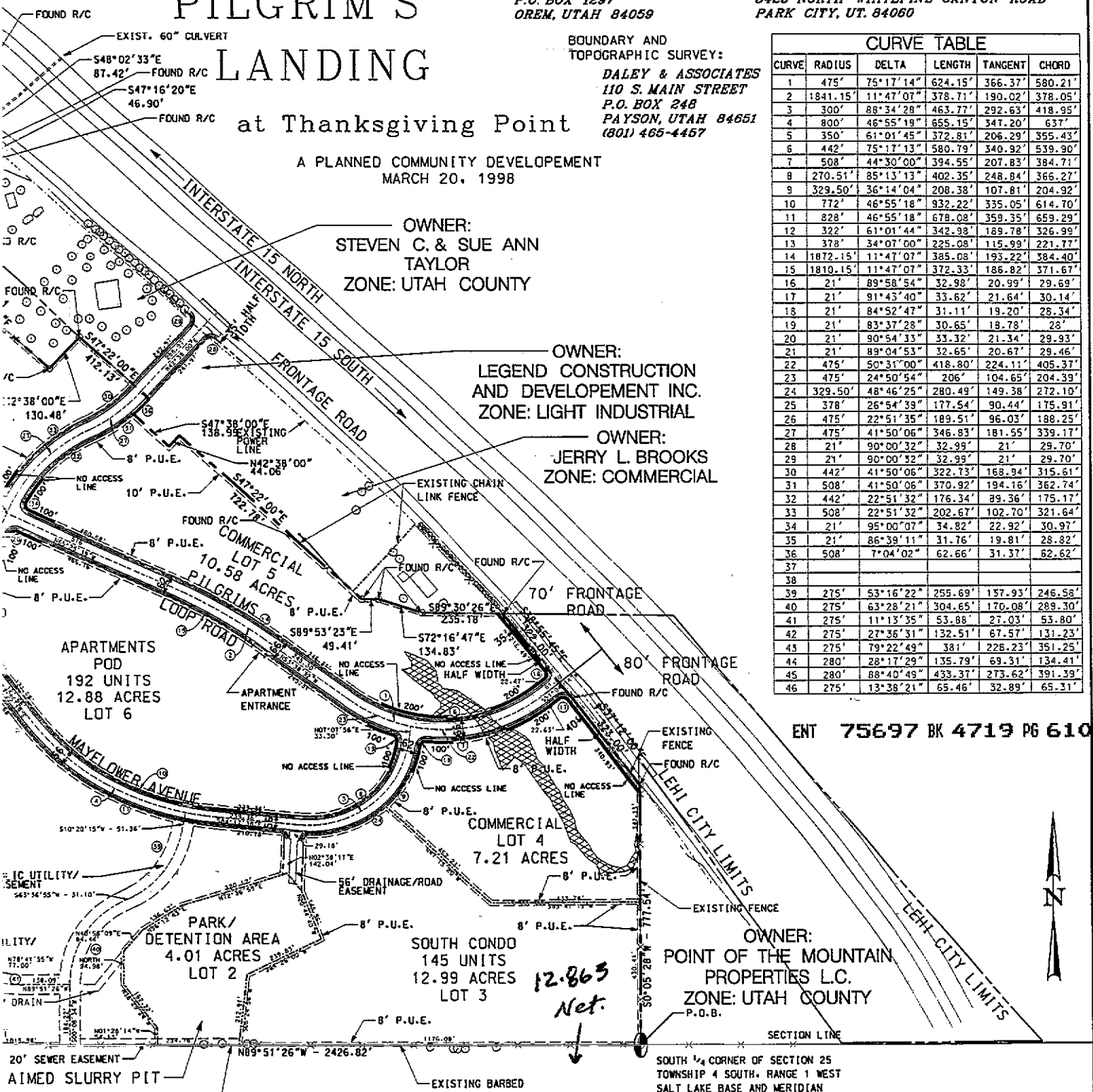
DEVELOPER/OWNER:

P.S. TAGGART ENTERPRISES
PAUL S. TAGGART
3425 NORTH WHITEPINE CANYON ROAD
PARK CITY, UT. 84060

BOUNDARY AND TOPOGRAPHIC SURVEY:

DALEY & ASSOCIATES
110 S. MAIN STREET
P.O. BOX 248
PAYSON, UTAH 84651
(801) 465-4457

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD
1	475'	75°17'14"	624.15'	366.37'	580.21'
2	1841.15'	11°47'07"	378.71'	190.02'	378.05'
3	300'	88°34'28"	463.77'	292.63'	418.95'
4	800'	46°55'19"	655.15'	347.20'	637'
5	350'	61°01'45"	372.81'	206.29'	355.43'
6	442'	75°17'13"	580.79'	340.92'	539.90'
7	508'	44°30'00"	394.55'	207.83'	384.71'
8	270.51'	85°13'13"	402.35'	248.84'	366.27'
9	329.50'	36°14'04"	208.38'	107.81'	204.92'
10	772'	46°55'18"	932.22'	335.05'	614.70'
11	828'	46°55'18"	678.08'	359.35'	659.29'
12	322'	61°01'44"	342.93'	189.78'	326.99'
13	378'	34°07'00"	225.08'	115.99'	221.77'
14	1872.15'	11°47'07"	385.08'	193.22'	384.40'
15	1810.15'	11°47'07"	372.33'	186.82'	371.67'
16	21'	89°58'54"	32.98'	20.99'	29.69'
17	21'	91°43'40"	33.62'	21.64'	30.14'
18	21'	84°52'47"	31.11'	19.20'	28.34'
19	21'	83°37'28"	30.65'	18.78'	28'
20	21'	90°54'33"	33.32'	21.34'	29.93'
21	21'	89°04'53"	32.65'	20.67'	29.46'
22	475'	50°31'00"	418.80'	224.11'	405.37'
23	475'	24°50'54"	206'	104.65'	204.39'
24	329.50'	48°46'25"	280.49'	149.38'	272.10'
25	378'	26°54'39"	177.54'	90.44'	175.91'
26	475'	22°51'35"	189.51'	96.03'	188.25'
27	475'	41°50'06"	346.83'	181.55'	339.17'
28	21'	90°00'32"	32.99'	21'	29.70'
29	21'	90°00'32"	32.99'	21'	29.70'
30	442'	41°50'06"	322.73'	168.94'	315.61'
31	508'	41°50'06"	370.92'	194.16'	362.74'
32	442'	22°51'32"	176.34'	89.36'	175.17'
33	508'	22°51'32"	202.67'	102.70'	321.64'
34	21'	95°00'07"	34.82'	22.92'	30.97'
35	21'	86°39'11"	31.76'	19.81'	28.82'
36	508'	7°04'02"	62.66'	31.37'	62.62'
37					
38					
39	275'	53°16'22"	255.69'	157.93'	246.58'
40	275'	63°28'21"	304.65'	170.08'	289.30'
41	275'	11°13'35"	53.88'	27.03'	53.80'
42	275'	27°36'31"	132.51'	67.57'	131.23'
43	275'	79°22'49"	381'	226.23'	351.25'
44	280'	28°17'29"	135.79'	69.31'	134.41'
45	280'	88°40'49"	433.37'	273.62'	391.39'
46	275'	13°38'21"	65.46'	32.89'	65.31'



ENT 75697 BK 4719 PG 610

AREAS WITH SLOPES 30% OR GREATER

SCALE: 1"=200' 22x34
SCALE: 1"=400' 11x17

OWNER:
POINT OF THE MOUNTAIN PROPERTIES L.C.
ZONE: UTAH COUNTY

OWNER:
POINT OF THE MOUNTAIN PROPERTIES L.C.
ZONE: UTAH COUNTY
P.O.B.

PILGRIM'S LANDING
AT THANKSGIVING POINT

PRELIMINARY PLAT

LEHI, UTAH

3875-002
PROJECT NO.
FILE DRAWING NO.
SHEET 1
OF _____ SHEETS

To Paul
Taggart
Co. Ltd
Osborne

ENT 75697 BK 4719 PG 611

URGENT

TO CHUCK WALKER

LEHI PARCEL

FR. PAUL TAGGART

Beginning at the South 1/4 corner, Section 25, Township 4 South, Range 1 West, Salt Lake Base & Meridian; thence along the following calls:

thence N 89°51'26" W 2325.36 FT to a point
thence N 39°19'21" W 526.02 FT to a point
thence S 01°26'24" W 114.15 FT to a point
thence N 36°44'35" W 900.26 FT to a point
thence N 38°50'43" W 426.24 FT to a point
thence S 89°21'33" E 88.17 FT to a point
thence N 49°38'31" W 350.32 FT to a point
thence N 48°49'11" E 1364.32 FT to a point
thence N 32°45'59" E 237.67 FT to a point
thence N 32°45'31" E 406.24 FT to a point
thence S 46°07'15" E 409.50 FT to a point
thence S 48°02'33" E 87.42 FT to a point
thence S 47°16'20" E 46.90 FT to a point
thence S 42°38'00" W 325.00 FT to a point
thence S 47°16'00" E 546.00 FT to a point
thence N 42°38'00" E 130.48 FT to a point
thence S 47°22'00" E 867.50 FT to a point
thence S 56°52'00" W 19.02 FT to a point
thence S 47°22'00" E 272.09 FT to a point
thence S 89°53'23" E 49.41 FT to a point
thence S 72°16'47" E 134.83 FT to a point
thence S 89°30'26" E 235.18 FT to a point
thence S 38°55'45" E 322.00 FT to a point
thence S 37°12'00" E 323.00 FT to a point
thence S 00°05'28" W 777.54 FT to a point
to the point of beginning.

Containing 5977256.5602 sq ft or 137.2189 acres more or less.