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Penelope Rose LLC
336 W. Broadway, Suite 110
Salt Lake City, Utah 84101

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE WILD HORSE RANCH SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions and Easements for the Wild Horse Ranch Subdivision (hereafter this "Declaration") is made as of the 27th day of April, 2016, by Penelope Rose LLC, a Utah limited liability company (hereafter the "Declarant").

ARTICLE I
RECITALS

WHEREAS, the Declarant is the owner of certain real property located in Tooele County, Utah, more particularly described on the attached Exhibit "A" (hereafter the "Property" or "Subdivision");

WHEREAS, Declarant desires to develop the Subdivision into a single family residential community (and not a cooperative) to be known by the name "Wild Horse Ranch";

WHEREAS, by executing this Declaration below, the Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in this Declaration to: (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Declarant and/or other persons or entities who may acquire an interest in the Property consistent with a general master plan approach, and (iii) create a residential development of high quality; and

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Property and the non-profit association of Owners (as defined below) to be created until such time as the Owners take over the management functions through the Association (as defined below) upon conveyance of the last lot in the Subdivision and in accordance with the management transfer conditions more particularly set forth in this Declaration.

ARTICLE II
DECLARATION

The Declarant hereby submits the Property to the provisions of this Declaration and declares that the Property and each lot, tract or parcel thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "Covenants and Restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the subdivision, protection, maintenance, improvement and sale of the Property or any Lot (as defined below) therein, and to enhance the value, desirability and attractiveness thereof. The Covenants and Restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property and any Lot therein; and shall inure to the benefit of and be binding upon the Declarant and its successors-in-interest, and may be enforced by the Declarant, any Owner, the Association, or the Architectural Control Committee (as defined below) on behalf of the Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Property in accordance with the plan therefore as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the

construction of Improvements (as defined below) upon any Lot in the Subdivision. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

In the event of any conflicts between the provisions of this Declaration and the requirements of the applicable ordinances of Tooele County, Utah or any municipality which may annex any portion of such project (as to that portion or portions), the more restrictive provisions shall control.

ARTICLE III DEFINITIONS

As used in this Declaration, unless the context otherwise specified or requires, the following words and phrases shall be defined as follows:

ACC: The Architectural Control Committee for the Subdivision.

ACC Rules/ACC Standards: The written rules and standards developed and adopted, initially by the Declarant and subsequently by the ACC pursuant to the powers granted under Article X hereof, as amended from time to time. Such ACC Rules/ACC Standards shall be developed and contain rules and standards, which will promote both high quality architectural, design, engineering and building standards, while incorporating a reasonable degree of variety and flexibility while maintaining an overall design and conceptual consistency congruent with a master planned community concept.

Annexation: The process by which additional tracts or parcels of land, including platted lots improved with single family dwellings, not initially a part of the Property are made subject to this Declaration. Declarant may include without limitation, through Annexation, certain parcels of land known as Phases 1 through 9J which may include up to a total of 600 residential lots, multifamily lots, and a school site. The overall layout is described on the Wild Horse Ranch Master Plan, but may be subject to modification by the Declarant.

Assessment: A payment required of Association members, including Reinvestment, Regular, Special or Limited Assessments as provided in this Declaration.

Association: The Utah non-profit corporation organized by the Declarant known as the Wild Horse Ranch Owners Association, Inc., and existing for the purpose of providing self-government for the Property as set forth in this Declaration.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, including but not limited to a single family residence, and shall include all other appurtenances and improvements thereto or used in connection therewith.

Bylaws: The Bylaws of the Association, including any amendments thereto duly adopted, a true and correct copy of which are attached hereto and incorporated herein as Exhibit "B".

County: Tooele County, State of Utah, or any other governmental or quasi-governmental entity having jurisdiction of the Property such as any Tooele County Special Service District or Special Improvement District.

Common Area: All real property together with the Improvements thereon and personal property located within the Subdivision now or hereafter owned, operated, and/or maintained by the Association for the common benefit, use and enjoyment of all of the Owners including, without limitation, the Land Drain Infrastructure, and other open spaces and other areas as may be designated as such on the Plat from time to time.

Declarant Control Period has the meaning ascribed to it in Section 7.3(a)(i) below.

Declaration: This instrument as it may be amended from time to time.

Development: The project to be undertaken by the Declarant resulting in the improvement of the Subdivision or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other Improvements.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, driveways, storm drains, water systems, sprinkler pipes, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, recreational equipment, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent Improvements on a Lot.

Land Drain Infrastructure: This term has the meaning ascribed to it in Section 6.2 below.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Subdivision, for the purpose of securing payment by the Owners thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Subdivision or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Member: Any person(s) who is/are an Owner of a Lot within the Subdivision.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any mortgagee (of any priority) or other security holder provided such Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Tooele County, Utah, as the same may be amended by duly recorded amendments thereto.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Reinvestment Assessment: An assessment levied by the Association at the time that a Lot is sold to a new Owner to provide funds to pay the ordinary estimated expenses of the Association, as further described in Section 8.02 below.

Reserve Analysis has the meaning given in Utah Code Ann. Section 57-8a-211.

Special Assessment: An assessment levied by the Association other than a Regular, Reinvestment, or Limited Assessment.

Subdivision: The whole of the Property and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "Property").

Supplemental Declaration: The additional or different conditions, covenants, conditions, restrictions and easements relating to a particular tract or parcel of real property within the Subdivision promulgated by the Declarant and recorded in the official records of Tooele County, Utah. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Declaration" shall include "Supplemental Declaration."

ARTICLE IV
PURPOSE

The Property is hereby made subject to the Covenants and Restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors-in-interest and assigns, to insure the proper design, development, improvement, use and maintenance of the Subdivision and the Property for the purpose of:

- (a) Enforcing quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements;
- (b) Preventing the erection in the Subdivision of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction;
- (c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function;
- (d) Securing and maintaining proper set-backs from streets and open areas in the Subdivision and adequate free spaces between Improvements;
- (e) Integrating the development of the different Lots by setting common general standards consistent with the ACC Rules/ACC Standards existing from time to time;
- (f) Encouraging attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem;
- (g) Taking advantage of and utilizing, for purposes of promoting all of the foregoing and further enhancing the value and quality of each Owner's and each Occupant's interest in the Subdivision or in any Lot or Lots therein, a master planned residential community concept accommodating a diversity of residential property uses and designs within a common and harmonious community plan with recreational and open space uses supportive of the overall planned community concepts envisions by the Declarant;
- (h) Managing, operating, insuring, constructing, improving, repairing, replacing, altering, and maintaining the Common Areas and such other areas as designated herein;
- (i) Providing certain facilities to the Owners;
- (j) Administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby;
- (k) Levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto including without limitation those necessary to purchase water from the County, if required;
- (l) To take any action that it deems necessary or appropriate to protect the interests and general welfare of Owners; and

- (m) Any other purpose permitted by law.

As used hereafter, "Project Objectives" shall mean the foregoing specified purposes. Each purpose specified herein is an independent purpose and is not to be restricted by reference to or inference from the terms of any other purpose.

ARTICLE V
PERMITTED USES AND PERFORMANCE STANDARDS

5.1 Use. Unless otherwise specified in a Supplemental Declaration covering a particular Lot(s) or parcel(s), Lots shall be used only for single family residential purposes and such uses as are customarily incidental thereto.

5.2 Buildings. No Lot shall be improved except with one (1) dwelling unit.

5.3 Approval of Use and Plans. The overall architectural style and detailing of each Improvement (including each Building) and the associated landscaping and site use is subject to ACC review and approval. While all Buildings to be built must be submitted and approved by the ACC, the home types and styles that generally will be considered acceptable by the ACC include: (a) Traditional styles with "Cape Cod", "Craftsman", "Mountain Home", and "Victorian" influences; and (b) modern and contemporary home styles with "boxy" and geometric exteriors, butterfly roofs, large eave overhangs or cantilevers, and flat sub roof or accent roof sections (given those sections meet the minimum roof pitch requirement of the County, if any). Exterior materials may include architectural metals, stucco, natural wood finishes, and cement-based siding such as Hardy "lap", Hardy "shake", and Hardy "board and batten". The determination of whether or not a proposed Building design is acceptable shall rest solely with the ACC and such determinations shall be made in the sole and absolute discretion of the ACC; provided, that in making such determination, the ACC may consult with Owners of Lots in the immediate surrounding area of the Lot where the subject Building is proposed. No Initial Construction, including any site preparation or excavation of the Lot or other preparatory construction of Improvements for such Initial Construction shall be undertaken, built, constructed, erected or placed on a Lot unless and until the plans, specifications and site plan therefor have been reviewed in advance and approved by the ACC in accordance with the provisions of Article X, below. After Initial Construction, no other work of construction, excavation, or any material alteration to Improvements on a Lot shall be undertaken without obtaining the same advance approvals as are required with respect to Initial Construction. Except work being performed by Declarant, two sets of site, building, all four elevations, fencing, and landscaping plans are to be submitted to the ACC for approval. No Building or other Improvements shall be placed, erected, altered, or permitted to remain on any Lot other than one (1) single family dwelling and one (1) garage together with related nonresidential Improvements which have been approved by the ACC. At the time of construction of the single family dwelling on any Lot, such Lot must also be improved with a garage with at least a two (2) car capacity. Detached garage or shop structures are allowed as long as they are in compliance with County rules, setbacks, and have been approved by the ACC.

5.4 Prohibited Buildings/Uses. No prefabricated Building, trailer, or other vehicle, tent, shack, garage, accessory building or out-building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done or any use made thereon or thereof which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. Nothing herein is intended to prohibit Declarant from placing a construction trailer on a Lot or making reasonable use of construction equipment or otherwise undertaking efforts to develop the Subdivision. Builders shall utilize a market-grade dumpster for construction debris, and shall clean the construction site at the end of each day. No wood framed dumpsters shall be maintained on a Lot on a temporary or permanent basis.

5.5 Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dishes larger than 24 inches, shall be erected or maintained on a Lot without the prior written approval of the ACC.

5.6 Easements. Certain easements, as hereinafter described, are hereby reserved for the use and benefit of the Declarant and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association and/or the County, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, in conformance with the following:

- (a) The easements are as follows:
 - (i) An easement for the installation and maintenance of public utility facilities of all kinds, including without limitation, any of the foregoing if necessary, culinary water distribution, secondary water distribution, sanitary sewer, storm drain, radio and television and transmission cables, and easements so designated on the recorded Plat.
 - (ii) An easement running in favor of Declarant and its agents, employees or independent contractors, to enter upon any portion of the Subdivision for the purposes of constructing or installing Improvements.
 - (iii) An easement for the purpose of permitting the Declarant, the Association and/or the County, their contractors and agents, to enter onto those portions of Lots contiguous to any property owned by the Association and/or the County to maintain, replace and restore Improvements within the Common Areas and/or County property.
 - (iv) A blanket easement for drainage of ground water on, over and across the Property. No Owner shall obstruct, divert, alter or interfere in any way with the drainage of water upon, across or over any portion of the Property to the detriment of any other Owner. Each Owner shall, at its own expense, maintain the drainage ways and channels on his Lot in proper condition free from obstruction.
- (b) Except as otherwise provided herein, the above easement areas (excluding any equipment or appurtenances owned by the Declarant, the Association, the County, or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.
- (c) No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.
- (d) The easements reserved to the Declarant hereunder shall be fully assignable or otherwise transferable by the Declarant to the Association and/or the County at the sole discretion of the Declarant.
- (e) Declarant will install a privacy fence along (i) the rear of Lot Nos. 101-111 in Phase 1, as described on the Plat for Phase 1; (ii) the rear of Lot Nos. 201-206 in Phase 2, as described on the Plat for Phase 2; (iii) the rear of Lot No. 207 and the side of Lot No. 207, which abuts the park, as described on the Plat for Phase 2; and (iv) the rear of Lot Nos. 208-209, as described on the Plat for Phase 2. Each Owner shall maintain in good condition that section of the fence installed by Declarant and located on his Lot. No section of such fence shall be removed or altered at any time by an Owner. If any damage to the fence occurs, the Association shall use best efforts to determine whether the damage was caused by the Owner or his Occupant, licensee or invitee, or an unrelated third party. If the Association determines that such damage was not caused by Owner or his Occupant, licensee or invitee, the Association shall use best efforts to have such damage repaired by the third party causing such damage.

5.7 Lighting. All exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on any neighboring Lot(s).

5.8 Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated, small household pets (e.g. dogs or cats) shall be allowed so long as such animals do not unreasonably bother or constitute a nuisance to others, and provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot. If the County allows domestic chicken farming for non-commercial egg production, chickens will be allowed in compliance with County ordinance. In no event will roosters be allowed in the Subdivision. Notwithstanding the foregoing, Owners and Occupants shall comply with all County and other municipal ordinances.

5.9 Commercial Use; Model Homes.

- (a) No Lot shall be used for commercial or business activity unless such activities comply with the zoning ordinances, permit, and licensing requirements of the County. As used herein, "commercial or business activity" shall not include the rental by an Owner of a Lot and the Improvements thereon for residential purposes. This Section specifically prohibits the use of a Lot for the commercial repair or sale of any vehicle, equipment, boat or other fuel operated equipment.
- (b) Notwithstanding the foregoing, model homes used by professional builders/developers for the purpose of selling residential homes are allowed pursuant to the terms of this Section. Under no circumstances may a model home/Lot be used exclusively or solely to market or cross-sell lots or homes in other communities or subdivisions. A builder/developer that has purchased (or contracted to purchase) from Declarant more than one Lot may use a Lot for a model home, provided that (i) such model home may be maintained for so long as such builder owns or has under contract one or more vacant Lots in the Subdivision, and (ii) the use as a model home shall terminate not later than forty-five (45) days from the sale of the builder's last Lot in the Subdivision (other than the Lot on which the model home is located). The plans and elevations for any model home shall be approved by the ACC as set forth in this Declaration.

5.10 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, windows unbroken and glazed, rubbish and debris removed and otherwise maintain the Improvements in a neat and aesthetically pleasing condition.
- (b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- (c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals.
- (d) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- (e) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (f) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall, in a manner satisfactory to the ACC, be corrected, removed or screened from public view, as the case may be, by the Owner of the Lot,

notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

- (g) In the event that any Owner shall permit any Improvement, including any landscaping and fencing (whether installed by the Owner or a developer), which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board and/or its assignees, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon such Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against such Lot and shall be enforceable in the same manner as other assessments set forth in Article VIII of this Declaration.

The foregoing provisions shall not apply to subdivided land owned by builders or by the Declarant that is used for open space or is otherwise in a predevelopment status. Any maintenance by an Owner of a Lot shall not interfere with the maintenance to be provided by the Association as provided for herein.

5.11 Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times within an enclosed structure or on a cement pad adjacent to a residence and screened from public view; and at no time shall any of such vehicles or equipment be parked or stored on a public or private right-of-way within the Subdivision. The parking or storage of commercial equipment, including, but not limited to, truck trailers or cabs, construction or excavation equipment, etc., is prohibited. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. Parking on the lawn or unpaved portion of the Lot or in a public or private right-of-way within the Subdivision, other than for temporary purposes (as determined by the ACC), is prohibited. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. Additional off-street parking spaces may be provided for guest parking consistent with the Plat. Guest parking shall not be utilized by Owners for permanent parking unless specifically approved by the ACC. In no event shall guest parking be utilized for parking inoperative vehicles, recreational vehicles, boats, campers, trailers or other similar vehicles. No repairs of any vehicle shall be undertaken within the Subdivision, except wholly within the Owner's garage and with the garage closed.

5.12 Exterior Materials and Colors. All exterior materials and colors shall be selected and used as approved by the ACC. The stated exterior painting provision includes re-painting of existing houses which whose colors must also be approved by the ACC. No gravel roofs shall be permitted. Any alterations in exterior colors or materials must be approved by the ACC.

5.13 External Energy Devices. Energy producing devices including, but not limited to, solar panels and geothermal energy installations, may be constructed, installed, and maintained on a Lot with the prior written approval of the ACC, except as follows:

- (a) Heat pumps, air conditioning compressors, evaporative coolers, or similar appliances shown on the plans approved by the ACC. Owners making use of such equipment shall take reasonable efforts to mitigate the sound of such equipment and to screen it from public view from the front of a Lot.
- (b) The use of generators and other external energy producing devices shall be authorized only on a temporary basis in the event and during the period of an emergency.

5.14 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, reasonably sized

vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign in the Subdivision shall be permitted, provided the same is approved by the ACC prior to installation. The Declarant shall regulate project and builder signage during the development phases of construction and marketing of homes within the Subdivision. If there is a dispute with the Declarant or any builder or contractor, no negative signage or messaging disparaging or defaming a business entity will be allowed to be posted anywhere in the Subdivision. A violation of this Section following notice of a violation shall result in the imposition of a fine by the Association, as provided in this Declaration.

5.15 Subdividing. No Lot which has been platted and approved as a final building or residential lot (whether for single-family buildings or otherwise) may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts such conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

5.16 Landscaping.

- (a) Landscaping of Common Areas. Landscaping, including without limitation sprinkler systems, power, and other improvements on Common Areas shall be installed and maintained by the Association. Any alterations or improvements to such landscaping on the Common Areas may only be made with written approval of the Association.
- (b) Landscaping of Lots.
 - (i) Landscaping and maintenance of front, side and rear yards on each Lot shall be the sole responsibility of the Owner of the Lot. Landscaping, lawn, patio, and garden areas are subject to approval by the ACC. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Board or the ACC. The ACC encourages water-wise and xeriscape landscaping on a portion or all of each Lot. Plans for all landscaping shall be submitted to the ACC for review and approval prior to installation of such landscaping.
 - (ii) Each Lot shall have installed upon it an underground automatic outdoor sprinkler system for irrigation, a stop and waste valve in connection with the completion of landscaping for such Lot, and a stop and waste valve. Each Lot shall also have installed a perimeter foundation drainage system, which is connected by lateral to the Land Drain Infrastructure, should land drain infrastructure be installed in the particular phase where the lot is located. In the event no land drain infrastructure is present, the perimeter foundation drain will be directed to an exterior sump system that has been approved by professional engineering and meets the county requirements.
 - (iii) Landscaping may include a combination of lawns, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements, including acceptable tree species, shall be determined by the Owner in keeping with overall landscaping of the Property and is subject to approval of the ACC. If desired, sod may be installed up to four feet (4') from the home

foundation to facilitate proper drainage and avoid problems associated with watering sod next to the foundation. The area not sodded next to the foundation can be improved with rock, mulch, flowers, shrubs, or other acceptable coverage.

- (iv) The (a) front yard of each Lot (from the street to the front of the Building on the Lot) and (b) side yard of a corner Lot that fronts the street (from the street to the side of the Building on the Lot) shall be landscaped within ninety (90) days after the County issues a certificate of occupancy for the Building, weather permitting. In the event that the Building is completed in a season in which landscaping is not reasonably practicable, then the front yard of each Lot and such side yard of a corner Lot shall be landscaped by the next June 1st. The remainder of the Lot shall be landscaped within one (1) year of the occupancy date of the Building built upon such Lot.
- (v) The front yard landscaping of each Lot shall include, at a minimum: grass sod, four (4) shrubs, and one 1 ½ caliper tree. In addition, a minimum of a one 1 ½ caliper tree shall be installed in the park strip. The area not sodded next to the foundation in the front yard shall wrap around the front of the Building on the Lot and extend onto the side(s) of the Building for up to approximately 4'. The ACC shall approve a list of tree species for the park strip and the Lots. The ACC may permit additional tree species in its discretion.
- (vi) The side yard of a corner Lot that fronts the street shall include, at a minimum: grass sod and four (4) shrubs. All corner lots shall install at least one additional 1 ½ caliper tree in the park strip on the side of the Building.

5.17 Other. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. The ACC, in its sole discretion, shall have the right to determine the existence of any such nuisance. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Subdivision. The discharge of firearms, including without limitation, "B-B" guns and pellet guns, is prohibited. On-site storage of gasoline or other fuels is prohibited on any Lot, with the exception of up to five (5) gallons of fuel stored for emergency purposes and operation of lawn mowers or similar tools or equipment. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from the streets or adjacent property. No such items shall be allowed to remain on Lots so as to be visible from adjacent property when not in use. Reflective window coverings are prohibited.

5.18 Addition of ACC Rules/ACC Standards. The Declarant, or in the event of the Declarant's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property as shall be deemed necessary or desirable by the Declarant, or the ACC, as the case may be, to carry out the purposes of this Declaration.

5.19 Exemption of Declarant. Nothing herein contained shall limit the right of the Declarant to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot or other portion of the Property owned or controlled by the Declarant, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Declarant deems advisable in the course of Development of the Subdivision. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by the Declarant in connection with the Development of the Subdivision. The Declarant shall be entitled to the non-exclusive use, without charge, of any property owned by the Association within the Subdivision in connection with the marketing of the Lots therein.

ARTICLE VI
COMMON AREAS

6.1 General Designation of Common Areas. All (a) park strips and entrance islands identified on the Plat, including all irrigation and other improvements intended to service such areas, as further identified on Exhibit "C" attached hereto, (b) the trail system denoted on the Plat, as further identified on Exhibit "C" attached hereto, (c) Land Drain Infrastructure as identified on the Plat and on Exhibit "D" attached hereto, and (d) other property designated as Common Area within the Plat, if any, all as more particularly depicted in the Plat, shall be deemed as Common Areas and shall be owned, operated and/or maintained by the Association. The Common Areas also shall include such Common Areas as depicted on Plats for additional property annexed into the Subdivision. No changes or alterations shall be made to the Common Areas without the consent of the Association.

6.2 Land Drain Infrastructure. Declarant, or developers of Lots in the Subdivision, intend to construct an underground drainage system to benefit each Lot (the "Land Drain Infrastructure"). The Land Drain Infrastructure and or detention/retention facilities may be constructed in the public right of way, inside easements located on private lots, or in HOA common areas. After the Land Drain Infrastructure has been constructed on a Lot, the Association shall be responsible for the maintenance and repair of such Land Drain Infrastructure. The Association may include the costs for the maintenance and repair of the Land Drain Infrastructure in the Assessments. The Association's maintenance shall include periodic inspections of the Land Drain Infrastructure to determine whether such Land Drain Infrastructure requires de-silting or jet cleaning. Each Owner shall be responsible for the maintenance and repair of the foundation drain system on such Owner's Lot, and the lateral that connects the foundation drain system to the Land Drain Infrastructure. Based on engineering and land planning decisions, land drain system infrastructure may, or may not be constructed in every Phase of the community. In the event no land drain infrastructure is present, the perimeter foundation drain of house on lot will be directed to an exterior sump system that has been approved by professional engineering and meets the county requirements.

6.3 Common Areas. The Association may own, hold and control real property and easements within the Subdivision, together with facilities, equipment and other related personal property, and operate and maintain the same, for the use, enjoyment and/or benefit of the Owners of Lots and property within the Subdivision which shall be for the use, enjoyment and/or benefit of the Owners of Lots. Each Owner of a Lot, the Owner's family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the property owned by the Association subject to the following:

- (a) Articles, etc. The provisions of the Articles and Bylaws of the Association applicable to the Lot, this Declaration, and the rules, regulations and standards promulgated thereunder, and each Owner, in using the Association properties, shall comply with the same.
- (b) Suspension of Rights. The right of the Association to suspend the rights to use properties owned by it (except roads and other means of access by the Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction of published rules and regulations of the Association.
- (c) Dedications. The right of the Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board.
- (d) Mortgage or Conveyance. Except as provided in subsection (c) above, after expiration of the Declarant Control Period, no portion of the property owned by the Association shall be mortgaged or conveyed by the Association without the prior approval of at least two-thirds (2/3) of the Members, which approval may be obtained in writing or by a vote of the respective Members at a meeting called for such purpose.

6.4 Damages. An Owner shall be liable for any damages to property owned by the Association which may be sustained by reason of the negligence, reckless or intentional misconduct of such Owner or of his family, licensees, invitees, lessees or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be as a Limited Assessment against that Owner's Lot and may be collected as provided in Article IX, below.

6.5 Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association, and the Association shall thereafter determine what repair or reconstruction shall be undertaken.

ARTICLE VII
WILD HORSE RANCH
OWNERS ASSOCIATION, INC.

7.1 Organization of Association. The Association shall be organized by the Declarant as a Utah non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted as to be inconsistent with this Declaration.

7.2 Members. Each Owner (including the Declarant) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association. No Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to such Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

7.3 Governance and Voting Rights of Members, Board of Directors and Officers. The governance of the Association and voting rights of the Members shall be as follows:

- (a) Upon the effective date of the Association's Articles of Incorporation, the right to govern the affairs of the Association shall be vested in the Declarant, as follows:
 - (i) During the initial period of governance by the Declarant, the affairs of the Association shall be governed by a Board of Directors appointed by the Declarant (the "Declarant Control Period"). The Directors so appointed need not be Owners.
 - (ii) The right to govern the affairs of the Association shall be and remain in the Declarant until twelve months after the last Lot is sold and transferred to an Owner. If at any time prior to the expiration of the Declarant Control Period (including during the twelve-month period following the sale of the last Lot), additional property is annexed into the Subdivision as provided for in the Declaration, Declarant's right to govern the Association shall be extended and shall continue until twelve months after the last Lot in the Subdivision is sold and transferred to an Owner.
 - (iii) At any time, the Declarant may waive its rights to govern the affairs of the Association and may terminate the Declarant Control Period.
- (b) Upon the expiration or termination of the Declarant Control Period, the governance of the Association shall thereupon be and remain vested in the Members, as follows:
 - (i) The Owners of Lots within the Subdivision, as Members, shall be entitled to one (1) vote per Lot for each Lot owned.
 - (ii) The Members shall elect a Board of Directors, each of whom shall be Owners, who shall govern the affairs of the Association, and the Board of Directors shall elect officers, all in accordance with the Articles and Bylaws of the Association, as the same may be amended from time to time.

7.4 Powers of the Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Utah subject only to such limitations as are expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, Bylaws and this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of its properties and facilities and the performance of other responsibilities including, but not limited to, the following:

- (a) Acquisition of Real and Personal Property and Facilities. The power to acquire and improve any Lot, tract, parcel or portion of land within or without the Subdivision and such facilities, equipment and other personal property related thereto as shall be deemed advisable by the Association.
- (b) Rules and Regulations. The powers to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners, Occupants, and any other person, of property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, Bylaws and this Declaration. A copy of Association rules, as they may from time to time, be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings the Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association rules or any provision of the Articles, Bylaws or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.
- (c) Services, Fees and Charges. The power to determine those services which are to be furnished to or for the benefit of the Members of the Association, and to impose reasonable fees and charges for property and facilities owned and maintained by the Association and for other services rendered by the Association, in addition to Reinvestment, Regular, Special and Limited Assessments, as deemed necessary by the Board.
- (d) Assessments. The power to levy Reinvestment, Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.
- (e) Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, Declaration or ACC Rules/ACC Standards, and to enforce by mandatory injunction, the recording and foreclosing of liens, or otherwise, all provisions thereof.
- (f) Fines. The Association and ACC may impose a fine against any Owner for a violation of any rule, covenant, condition, or restriction set forth in this Declaration, including those rules and regulations adopted by the Board. The Board shall adopt rules and regulations setting forth the amount of such fines and the time permitted to remedy such violation. Any such fine shall be in the amount as set forth in a rule and regulation adopted by the Board or shall be in an amount commensurate with the nature of the violation. Before assessing a fine, the Association shall notify the Owner of the violation and inform such Owner that a fine will be imposed if the violation is not remedied within the time provided by the Board, which shall be not less than 48 hours. Unpaid fines may accrue interest and late fees and may be collected as an unpaid Assessment.
- (g) Delegation of Powers. The authority to delegate its power and duties to any officer, committee, employee, or to any person, firm or corporation to act as manager.
- (h) Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party,

for any damage, loss or prejudice suffered or claimed on account of any act, error, or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the ACC, provided that such Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

- (i) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or over the properties of the Association as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
 - (i) Underground lines, cables, conduits and other devices for the transmission of any utility or other service.
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling and irrigation water systems, water, heating and gas lines or pipes.
 - (iii) Any similar public or quasi-public improvements or facilities including but not limited to parks, pathways, streets, nature trails, recreational facilities, pools, ponds, entrances, waterways, open spaces, clubhouses, game rooms, craft and handicraft facilities, greenhouses, hobby facilities and all other common amenities pertaining to the Development, provided that the particular feature or facility has been deeded by the Declarant to the Association.
- (j) Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

7.5 Duties of Association. In addition to the powers delegated to it by the Articles, Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall conduct all business affairs of common interest to all owners and perform each of the following duties:

- (a) Operation and Maintenance of Common Areas. Perform, or provide for the performance of, the operation, maintenance, and management of all property owned, operated and/or maintained by the Association whether or not designated as Common Areas (and replacement of the same if damaged or destroyed by casualty loss), and the Land Drain Infrastructure (including but not limited to observing and servicing such Land Drain Infrastructure on an as-needed basis). Further, the Association has the obligation to maintain or repair the precast fencing around the exterior of certain portions of the Subdivision, provided, that damage to the fence is not caused by the Owner, his Occupant, licensee or invitee, and the Association cannot identify the party responsible for the damage and require such responsible party to make the repairs.
- (b) Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Association and/or any property owned by the Association, including without limitation those specifically identified in Article VIII of the Declaration. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

- (c) Utilities. Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the lots and/or property owned by the Association which will be included as a Regular Assessment levied by the Association.
- (d) Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Utah, and maintain in effect, fire insurance, comprehensive public liability insurance, full coverage directors' and officers' liability insurance, and such other insurance, including workmen's compensation insurance, fidelity, performance, and other bonds, to the extent and in such amounts as deemed necessary by the Board in order to comply with applicable law and to carry out the Association's functions. With respect to such insurance:
 - (i) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
 - (ii) Insurance premiums for the above insurance coverage and any deductibles or retention associated therewith shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- (e) Rule Making. Make, establish, promulgate, amend and repeal Association rules.
- (f) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Declaration. One or more members of the Board may serve on the Architectural Control Committee. The Architectural Control Committee shall be initially made up of three members appointed by the Declarant.
- (g) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.
- (h) Fulfillment of Purpose. Take any and all action that the Association deems necessary or advisable to fulfill its purpose.
- (i) Reserve Analysis. The Association shall cause to be conducted a Reserve Analysis within five (5) years of recording this Declaration, and thereafter no less frequently than every five years, and review and, if necessary, update a previously conducted reserve analysis no less frequently than every two years, or as otherwise required by Utah Code Ann. Section 57-8a-211.

7.6 Association Litigation.

- (a) In recognition of the expenses and disruption associated with litigation, the Association shall not commence a judicial or administrative proceeding without the approval of Declarant for so long as the Declarant governs the Association and thereafter only upon the approval of Owners representing at least 75% of the total vote of the Association.
- (b) Neither the Association nor any Owner shall institute an action against any person which arises out of an alleged defect in the development of the Subdivision until: (i) Declarant and the person(s) who physically constructed the portion of the subdivision in which the alleged defect exists have been notified and given a reasonable time and opportunity in which to inspect, assess, correct, or redesign any alleged defect or other portions of the Subdivision (provided, however, that the terms of this Section shall not create an obligation of any person to effect a repair of an alleged defect); (ii) the Association (or Owners) have pursued their remedies under any express warranty covering all or any portion of the alleged defect; (iii) the Declarant and the affected contractor(s) have been given the

opportunity to be heard at a meeting of the Association regarding the alleged defect; and (iv) all proposed parties to the action have been given a reasonable opportunity to mediate any dispute or disagreement relating to the alleged defect, and have either participated or refused to participate in such mediation.

- (c) No action affected by this Section shall be conducted utilizing legal counsel who are compensated on a contingency fee or similar means of compensation in which litigation costs and attorneys' fees are not paid on a current basis or are paid out of the settlement or judgment amount recovered by the Association in such action.
- (d) This Section shall not apply to: (i) actions brought by the Association to enforce this Declaration or the Bylaws (including, without limitation, the foreclosure of liens); (ii) the collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; (iv) counterclaims brought by the Association in proceedings instituted against it; or (v) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of an express contract with the Association or its manager for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

7.7 Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed at the Association's annual meeting as follows:

- (a) A pro forma operating statement (budget) for each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

ARTICLE VIII ASSESSMENTS

8.1 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Reinvestment, Regular, Special and Limited Assessments or charges levied by the Association, in such amounts as the Board shall determine to be necessary, in conformance with the provisions hereof. All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable; provided, however, that all such assessments shall be junior and subordinate to the lien of a first mortgage or first deed of trust encumbering the Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them (but this provision shall not affect the lien rights created hereunder). No Owner may waive or otherwise avoid liability for any Assessment by non-use of the property of the Association or by abandonment of his Lot.

8.2 Reinvestment Assessments. Upon the second or any subsequent purchase of a Lot containing an entire completed (or substantially completed) Building by a purchaser other than Declarant, there shall be automatically levied a "reinvestment assessment" against such Lot with a completed Building in the amount of \$200 per sale, or .5% of the value of the Lot at the time of the assessment, whichever is less (as applicable, a "Reinvestment Assessment"). There shall not be a Reinvestment Assessment levied on the sale of a Lot that has not been improved with a Building. Additionally, there shall not be reinvestment fee levied on the first transaction of a completed home on an improved lot (unless Buyer or Seller choose to provide the fee in good faith to fortify the HOA). The purchaser shall be responsible to pay the Reinvestment Assessment. Each Reinvestment Assessment shall be due and payable in full on or before the date upon which the applicable purchase of the Lot to which the Reinvestment Assessment relates is consummated. Such Reinvestment Assessments shall become part of the Association's general fund to be utilized as necessary to benefit the Lots, including payment for: common planning, facilities, and infrastructure;

obligations arising from an environmental covenant; community programming; resort facilities, open space; recreational amenities; charitable purposes; or association expenses.

8.3 Regular Assessments. Regular Assessment shall be levied in conformance with the following:

- (a) Regular Assessments shall be assessed against all Lots improved with completed (or substantially completed) Buildings on a calendar year basis, unless otherwise determined by the Board. Any Lot that is not improved with a Building shall be assessed an amount that is fifty percent (50%) of the Regular Assessment levied against a Lot improved with a Building on a calendar year basis, unless otherwise determined by the Board.
- (b) The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the property owned, operated and/or maintained by the Association and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, administration and funding of ACC activities, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, snow, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s), and other expenses or obligations incurred or expected as they may be required by the Association in compliance with this Declaration.
- (c) In addition to the Reinvestment Assessment referred to above, each Owner (other than the Declarant) shall be required to prepay at the time of purchase of his Lot, whether as a first time or subsequent Owner, a pro rata amount of the annual Regular Assessment for the year in which the closing of the purchaser occurs.

8.4 Special Assessments. In addition to Reinvestment and Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on property owned, operated and/or maintained by the Association, unexpected repair or replacement of property or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in the Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Reinvestment or Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.
- (c) To pay any tax or assessment of local governmental units not considered in determining the Regular Assessments.

8.5 Limited Assessments. In addition to Reinvestment, Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the property owned by the Association or any other portion of the Property, and if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to such Owner. The Board

shall levy a Limited Assessment against the Owner of the Lot owned by such Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.

- (b) Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the ACC Rules/ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The reasonable cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article X of this Declaration.
- (c) Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of such Lots subject thereto have been given an opportunity, after notice, to participate in a hearing before the Board with respect to such Limited Assessment.

8.6 Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence on the date title to the Lot is conveyed to an Owner (who is not Declarant). If the Declarant pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Declarant, such excess amounts so paid shall constitute a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Declarant within the Subdivision; provided that unless such excess amounts so paid by the Declarant are paid pursuant to a written agreement with the Association to the contrary, the Declarant shall not be entitled to reimbursement in cash of any such Assessment credit nor shall such credit inure to an Owner purchasing a Lot from the Declarant, unless such person is the successor to substantially all of the interest of the Declarant in the Property. Nothing herein contained shall obligate the Declarant to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Subdivision in which the Declarant owns all of the Lots or for any Lot which Declarant owns.

8.7 Uniform Rate or Assessment. Except as expressly provided to the contrary in this Declaration, Reinvestment, Regular and Special Assessments of the Association shall be levied at a uniform rate for all Lots.

8.8 Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of the first month after imposition of the Assessment, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

8.9 Interest and Penalties. Any Reinvestment, Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

8.10 Amount of Initial Assessments. The initial amount of the Reinvestment Assessment and Regular Assessment shall be as follows, which amounts may be revised by the Board pursuant to the terms of this Declaration:

- (a) The amount of the Reinvestment Assessment levied against a Lot with a completed or substantially completed Building shall be \$200 per sale, or .5% of the value of the Lot at the time of the assessment, whichever is less, commencing with the second purchase.

- (b) There shall not be a Reinvestment Assessment levied against a Lot that is not improved with a Building.
- (c) The amount of the annual Regular Assessment levied against a Lot with a completed or substantially completed Building shall be \$100.
- (d) The amount of the annual Regular Assessment levied against a Lot that is not improved with a Building shall be \$50 (50% of the amount of the Regular Assessment for a Lot improved with a Building).

ARTICLE IX
ENFORCEMENT OF ASSESSMENTS

9.1 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees and court costs in connection therewith.

9.2 Creation of Assessment Liens. Upon conveyance of a Lot by Declarant to an Owner other than Declarant, there is hereby created a continuing lien with power of sale on each and every Lot so conveyed to secure payment of any and all Assessments levied against any and all Lots in the Subdivision pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in the County, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent is specifically set forth in the instruments creating such other liens. Pursuant to Utah Code Ann. § 57-8a-212(1)(j), Blake Parrish of the law firm of Blake Parrish, P.C. is hereby appointed as trustee, and furthermore, the Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8a-302 to Blake Parrish, with power of sale, the Lots and all Improvements to the Lots for the purpose of securing payment of Assessments under the terms of the Declaration.

9.3 Notice of Delinquency. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Association shall prepare a written Notice of Delinquency setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Association, acknowledged by a Notary Public and recorded in the office of the Tooele County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

9.4 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Utah for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in such Lot as the Owner thereof.

9.5 Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last

known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

9.6 Term of Assessment. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Declaration or any applicable Supplemental Declaration shall expire and be of no further force or effect after a period of five (5) years from the later of (i) the date of such Assessment, or (ii) the date the last installment thereof is due and payable; provided, however, that the expiration of the lien as provided herein shall not release an Owner from the personal obligation to pay any Assessment.

9.7 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE X
ARCHITECTURAL CONTROL COMMITTEE

10.1 Members of the Committee. The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until such Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

10.2 So long as the governance of the Associations remains vested in the Declarant, the members of the ACC shall be as set forth in Section 7.5(f). Thereafter, all members of the ACC shall be appointed or removed by the Board. The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

10.3 Compensation. The members of the ACC may receive compensation for services rendered upon execution of an agreement with the Board relative to such compensation, and may be reimbursed for actual expenses incurred by them in the performance of their duties hereunder.

10.4 Non-Liability. Neither the ACC, or any member thereof, or the Declarant or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of it in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

10.5 Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Subdivision without the prior express written approval of the ACC. The ACC may provide written waiver of any or all of the requirements of this Declaration, the ACC Rules/ACC Standards, or any prior approval in its sole discretion.

10.6 Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restriction contained in this Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by the two (2) members of the ACC. If a variance is granted as provided herein, no violation of this Declaration, ACC Rules/ACC Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby. The ACC shall have the right to consider and grant a variance as herein provided

either with or without notice to other Owners or a hearing of Owners thereon. The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the applicable ordinances of the County, or any annexing municipality and the P.U.D. standards and other conditions of approval for the Subdivision.

10.7 Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in conformance with the following:

- (a) The application shall be in a form required by the ACC, which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.
- (b) All applications must contain, or have submitted therewith, two (2) copies of each of the following (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:
 - (i) Site Plan. A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all setbacks, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements, at a scale no smaller than 1" 20'.
 - (ii) Building Plan. A building plot plan at a scale no less than 1" 20'. Building elevation drawing of the north, south, east and west sides, and detailed specification which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.
- (c) The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.
- (d) Notwithstanding the foregoing, if the Owner is a builder who has obtained prior written approval for its plans and specifications, and the Owner intends to utilize the exact same plans and specifications on one or more other Lots, the Owner shall be required to submit an application, but will not be required to obtain a new approval for such plans or specifications. Upon submission of a completed application, the Owner will be granted approval for the Building based on such plans and specifications. Owner shall not be required to pay an application or review fee for approval of such plans and specifications.

10.8 Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to insure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision as a quality residential development. Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted and complete application. The decision of the ACC may be in the form of an approval, a conditional approval or denial, as follows:

- (a) The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.
- (b) In addition to the requirements of Section 10.8(a), a conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of such conditions to the working drawings or blueprints

which are to be kept on the job site during the entire course of the work to which such plans relate.

- (c) In addition to the requirements of Section 10.8(a), a denial of an application shall state with particularity the reasons for such denial.

10.9 Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time and receive complaints from other Owners as follows:

- (a) An ACC inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the ACC Rules/ACC Standards or the approved plans and specifications. Each owner or builder shall instruct their respective workers and employees to proceed with construction only per ACC approved plans. Any modifications or deviations from approved plans must be reapproved by the ACC prior to installation.
- (b) The ACC is further empowered to receive from other Owners (each a "Complainant"), complaints in writing involving deviations from approved applications or violations of this Declaration or any applicable ACC Rules/ACC Standards. In the event the ACC receives such a complaint from a Complainant:
 - (i) It shall first determine the validity of such complaint by inspection or otherwise. Should the ACC determine that there has been a substantive deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:
 - (A) The Owner shall immediately cease the activity which constitutes a deviation or violation.
 - (B) The Owner shall adhere to the corrective measures set forth in the written notice.
 - (ii) Should the ACC determine there has been no substantive deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

10.10 Hearing. An Owner submitting an application under Section 10.07, or an Owner served with a written notice of deviation or violation, or a Complainant, shall have the right to a hearing to be held by the ACC for the purpose of presenting facts and information to the ACC relative to the application, deviation or violation or complaint, as the case may be. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner or Complainant, as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend such period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Owner requesting the hearing, or in the case of a complaint, a Complainant, unless an Owner is found to be in violation in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.12, below.

10.11 Appeal. The Owner or Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC

adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 10.10, above, subject to the following:

- (a) Neither an Owner nor a Complainant shall be entitled to an appeal with respect to deviations or violation unless such Owner or Complainant, or their authorized representatives, has participated in the ACC hearing.
- (b) A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, as the case may be, together with a copy of the written decision or determination of the ACC.
- (c) The failure to an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of such Owner or Complainant to appeal such decision and it shall be binding and enforceable.
- (d) The Board shall fix a date for the hearing of such an appeal which date shall be not later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.
- (e) The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal.
- (f) At the hearing the Owner or the Complainant, as the case may be, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board; provided, however, that the Owner or the Complainant, as the case may be, and the ACC, shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner or the Complainant, as the case may be, and the ACC, will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.
- (g) Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner or the Complainant, as the case may be, and the ACC members, shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.
- (h) If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.12, below.
- (i) A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

10.12 Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association, to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Subdivision, the continuation of which violates the provisions of this Declaration, the ACC Rules/ACC Standards or the approved plans and specifications subject to the following:

- (a) The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.
- (b) The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out such legal or equitable proceedings, all of which costs shall be paid by the Association.
- (c) In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, the Board may elect to require that all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom such proceedings are filed and upon the failure of such Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to such costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay such assessments or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

10.13 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by such Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce such Limited Assessment shall be the same as provided in Article IX, above.

10.14 Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 10.12 and 10.13, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of such Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

ARTICLE XI MINIMUM ARCHITECTURAL REQUIREMENTS

11.1 Minimum Architectural Requirements. The following shall be considered to be minimum architectural requirements with respect to Buildings constructed within the Subdivision, although the ACC shall have broad discretion in the approval of plans for Buildings constructed in the Subdivision and shall be entitled to consider factors in addition to the following minimum requirements:

11.2 Limited Repetition of Exterior Elevations. The intent of the ACC is to have visually interesting streetscape that does not appear to be all of the same floor plan or exterior materials. To that end, the ACC may require variation of exterior appearance and elevations, with the same elevation or combination of exterior materials being permitted not more than once every two Lots. Further, residences with the same elevation cannot be built across the street from each other or on one Lot in either direction on either side of the street. The Owner of a corner Lot may apply for a variance from the requirements of this Section as provided in Section 10.6.

11.3 Minimum Square footage. No Building shall be permitted on any Lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, is less than:

- (a) 1,250 square feet main for single story homes; and
- (b) 700 square feet main, 1,700 square feet total above ground for two story homes.
- (c) No split-entry homes shall be allowed unless authorized by the ACC.

11.4 Exterior Materials. Exterior materials on all Buildings shall be limited to brick, stone, cultured stone, stucco, hardy board, hardy plank, hardy shingle, LP Smartside siding, cementacious or similar manufactured materials of equal quality. Upon the express written approval of the ACC, other exterior building materials may be used. Exceptions to the foregoing requirements may be allowed to accommodate an architectural duplication of a certain era or style, such as Victorian. No Buildings shall be constructed with readily combustible exterior finishes, which prohibition shall preclude without limitation wood shingles, wood soffits, wood fascia and wood siding. For purposes of minimum coverage of brick or another above-described material, if a Building exterior consists of brick and stucco, the minimum requirement for coverage by the brick an area equivalent to 3' tall across the front elevation inclusive of a 2' return on both sides of the house. The minimum coverage area excludes the garage door, front door, and windows. If desired, the described area of required brick does not need to be applied in a simple wainscot design and the same square footage of material can be applied to the front of the home in an attractive manner. Any Building can replace the minimum coverage area of required brick with stone, cultures stone, hardy board, LP Smartside siding, or like cementacious or manufactured siding or accent products, including lap siding, board and batten, shake, or other architecturally distinguished applications. Acceptable materials can be applied to the house in accordance with designs other than a simple wainscot. The ACC at its discretion will discourage uniform flat rear or side elevations of all stucco and minimal or small windows.

11.5 Encouraged Architectural Elements. Architectural accents, including window grids, standard dormers, eye brow window accents, roof over hangings, eve treatments, exterior window shutters, multi-colored exteriors and other visually interesting elements are encouraged.

11.6 Roof Requirements. The general pitch of the roofs on all Buildings shall conform to the laws, rules and regulations established by the County, and all other governmental or quasi-governmental entities having jurisdiction over the Subdivision. All roofs shall be made of fire resistant dimensional shingles, standing seam metal roofing, or other roofing materials approved by the ACC. The shingles must be a minimum of 30-year dimensional shingles.

11.7 County Requirements. All Buildings, structures and Improvements on any Lot shall comply with the construction guidelines and specifications of the planning and building department of the governmental authority having jurisdiction over the Subdivision.

11.8 Fencing. All fencing within the Subdivision shall be approved by the ACC in advance of installation. All fencing must be in compliance the County's height and set-back requirements. No front yard fencing is allowed unless approved by the ACC. White vinyl privacy fencing and the brown Trex composite fencing for side yard and rear yard application is acceptable. Wing fencing on side yards to start a minimum of 6' back from main house foundation. Any side yard fencing running to the front of a Lot shall be a maximum of 4' in height from the front of the Building to the front of the Lot. Dog runs not to be located in front yards under any circumstances, and any dog run fencing shall be approved by the ACC prior to installation. No chain link fences of any type are allowed for perimeter fencing of any lot within the Subdivision; provided, however, that fencing around a dog run in the back yard of a Lot shall not be considered perimeter fencing.

11.9 Decking. Decks within the Subdivision shall be constructed of a maintenance free material, such as Trex composite decking or similar cementacious or composite material. Railings of decks shall also be constructed of a maintenance free material, such as vinyl, wrought iron, or composite material. Wood (such as redwood or cedar) decks and railings, or similar materials, are not permitted within the Subdivision.

ARTICLE XII
ANNEXATION

12.1 Annexation. Additional property may be annexed to the Subdivision and brought within the provisions of this Declaration by the Declarant, at any time, without the approval of any Owner or the Association. To annex additional property to the Subdivision, the Declarant shall record an amendment to this Declaration which shall describe the additional property to be annexed to the Subdivision, and the Declarant may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property, as the Declarant may deem appropriate, and the Declarant may delete or modify such covenants as are contained herein which the Declarant deems inappropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with the same rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property to the Subdivision, shall be controlled by the provisions of this Section. Notwithstanding the foregoing, it is anticipated that each annexed parcel shall be developed and platted as a separate and distinct subdivision and the annexation thereof shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plat for any prior subdivision comprising the Property governed by the provisions of this Declaration.

12.2 De-Annexation. The Declarant shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, so long as the Declarant is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Declaration is recorded in the office of the Tooele County Recorder.

ARTICLE XIII
MISCELLANEOUS

13.1 Term. This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2050, unless amended as hereafter provided. After December 31, 2050, such covenants, conditions, restriction and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Declaration and such written instrument is recorded with the Tooele County Recorder.

13.2 Interpretation of Restrictions. All questions or interpretations of the Restrictions, shall be resolved by the Board, and its decision shall be final, binding and conclusive on all the parties affected.

13.3 Amendment. This Declaration may be amended as follows:

- (a) By Declarant. Notwithstanding anything contained in this Declaration to the contrary, this Declaration and the Plat may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, to make technical corrections, to correct mistakes or to remove/clarify ambiguities; or (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner shall consent thereto in writing. Further, during the Declarant Control Period, Declarant may unilaterally amend this Declaration and the Plat for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner. Any such amendment hereunder shall be effected by the recording by Declarant of a Supplemental Declaration and, if applicable, a Supplemental Plat, duly signed by the Declarant.
- (b) By Owner(s). Following the expiration or termination of the Declarant Control Period, the provisions of this Declaration, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of 67% of the Members and

such amendment shall be effective upon its recordation with the Tooele County Recorder. Notwithstanding the foregoing, during the Declarant Control Period, the Owners may not amend this Declaration or the Plat without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.

13.4 Books and Records. All books, record and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by an Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

13.5 Non-Waiver. The failure of the Declarant, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

13.6 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restriction, easements and other provisions set forth in this Declaration and agrees to be bound by the same.

13.7 Limitation on Liability. Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no representations or warranties whatsoever that the plan presently envisioned for the complete development and use of the Property can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular use, or that if land is one used for a particular use, that such use will continue in effect. Declarant shall not be liable to any Owner for any action taken or omitted to be taken so long as the conduct of Declarant was in good faith, except such as may arise from the willful misconduct or gross negligence of Declarant.

13.8 Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such member may be a party or in which such member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not such person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Declarant and its employees, officers, directors and shareholders during the Declarant Control Period.

13.9 Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

13.10 Interpretation. The provisions of this Declaration and any Supplemental Declaration shall be liberally construed to effectuate objectives set forth in Article IV, above, and shall be construed and governed by the laws of the State of Utah. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

13.11 Severability. Notwithstanding anything herein to the contrary, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

[Signatures on Following Pages.]

IN WITNESS WHEREOF the Declarant has executed this Declaration as of the date first hereinabove set forth.

DECLARANT:

PENELOPE ROSE LLC, a Utah limited liability company

By *Micah W. Peters*
Micah W. Peters, Manager

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On the 27 day of April, 2016, personally appeared before me Micah W. Peters, who being by me duly sworn did acknowledge that he is the Manager and authorized signer of Penelope Rose, LLC, a Utah limited liability company, who acknowledged to me that such company executed the same.

Nicole Jones
Notary Public

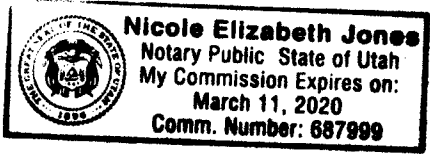


EXHIBIT A
[Legal Description of Property]

14-130 156 ACRES STANSBURY PARK

SURVEY DESCRIPTIONS

PARCEL 9G, 9H, & 9I

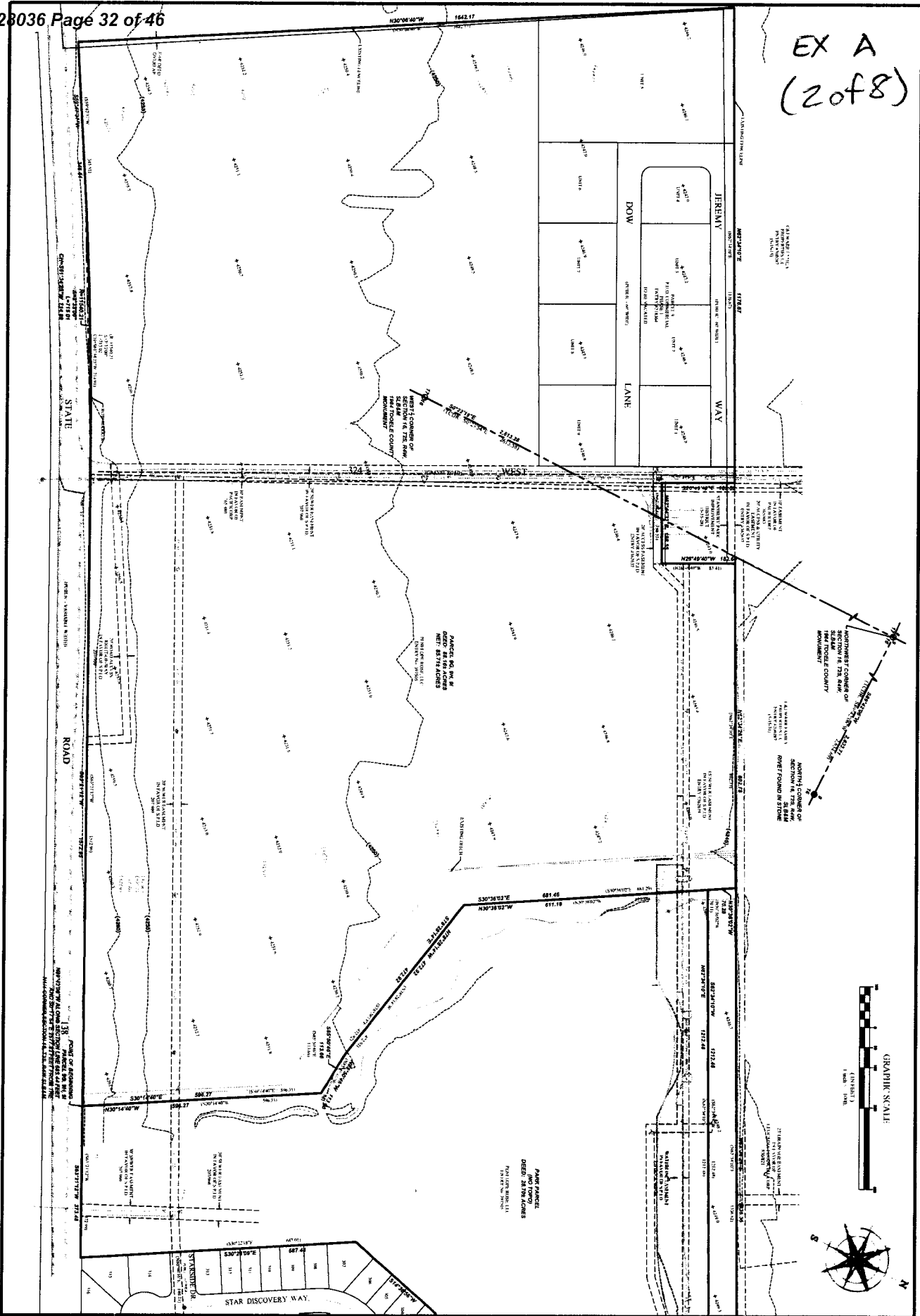
A portion of the NW1/4 and SW1/4 of Section 16, and the SE1/4 and NE1/4 of Section 17, Township 2 South, Range 4 West, Salt Lake Base & Meridian, located in Stansbury Park, Tooele County, State of Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of State Road 138 located S89°42'06"W along the Section line 683.44 feet and S0°17'54"E 2,577.82 feet from the North ¼ Corner of Section 16, T2S, R4W, S.L.B.& M.; thence along said right-of-way the following 3 (three) courses and distances: S63°21'12"W 1,572.95 feet; thence Southwesterly along the arc of an 11,540.21 foot radius non-tangent curve (radius bears: S26°39'05") 715.01 feet through a central angle of 3°33'00" (chord: S61°34'25"W 714.89); thence S59°47'37"W 345.51 feet; thence N30°06'40"W 1,642.17 feet along a fence line and the extension of Parcel 9 P.U.D. COMMERCIAL PHASE 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder to the northwest corner of said plat; thence N62°34'10"E along said plat and extension thereof 1,176.67 feet to the west line of that Real Property described in Deed Entry No. 362637 of the Official Records of Tooele County; thence along said deed the following 3 (three) courses and distances: S26°49'40"E 182.82 feet; thence N62°44'32"E 198.55 feet; thence N26°49'40"W 183.60 feet to the southerly line of that Real Property described in Deed Book 842 Page 297 of the Official Records of Tooele County; thence N62°34'26"E along said deed 802.78 feet; thence S30°36'02"E 681.46 feet; thence S78°28'14"E 472.92 feet; thence S85°50'46"E 113.66 feet; thence S30°14'40"E 596.27 feet to the point of beginning.

Contains: 88.16+/- acres

LESS AND EXCEPTING any public roadways lying within the bounds of PARCEL 9 P.U.D. COMMERCIAL Phase 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder.

EX A
(2 of 8)



NO.	DATE	DESCRIPTION
1	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
2	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
3	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
4	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
5	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
6	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
7	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
8	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
9	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY
10	11/11/22	BOUNDARY/TPOGRAPHICAL SURVEY

BOUNDARY/TPOGRAPHICAL SURVEY
 LOCATION: SECTIONS 9, 16, & 17, T2S, R4W, SLB&M
 STANSBURY PARK, TOOELE COUNTY, UTAH
 PROPERTY OF: PENELOPE ROSE, LLC
 PREPARED FOR: CLEARWATER HOMES UTAH

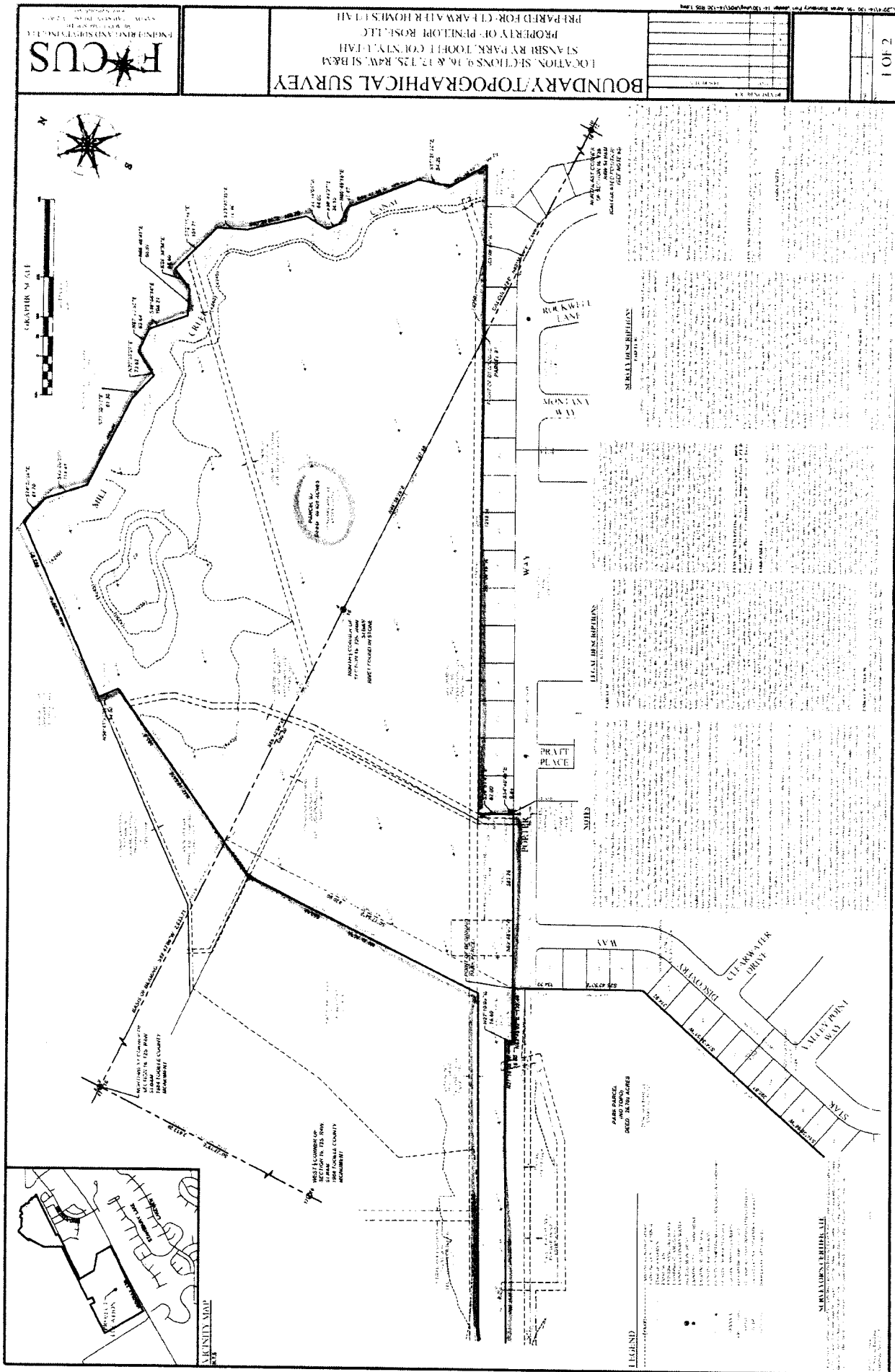
FOCUS
 ENGINEERING AND SURVEYING, LLC
 502 WEST 8360 SOUTH
 SANDY, UTAH 84070 P.O. BOX 1557-0075
 www.focusub.com

14-130 156 ACRES STANSBURY PARK**SURVEY DESCRIPTIONS****PARCEL 9J**

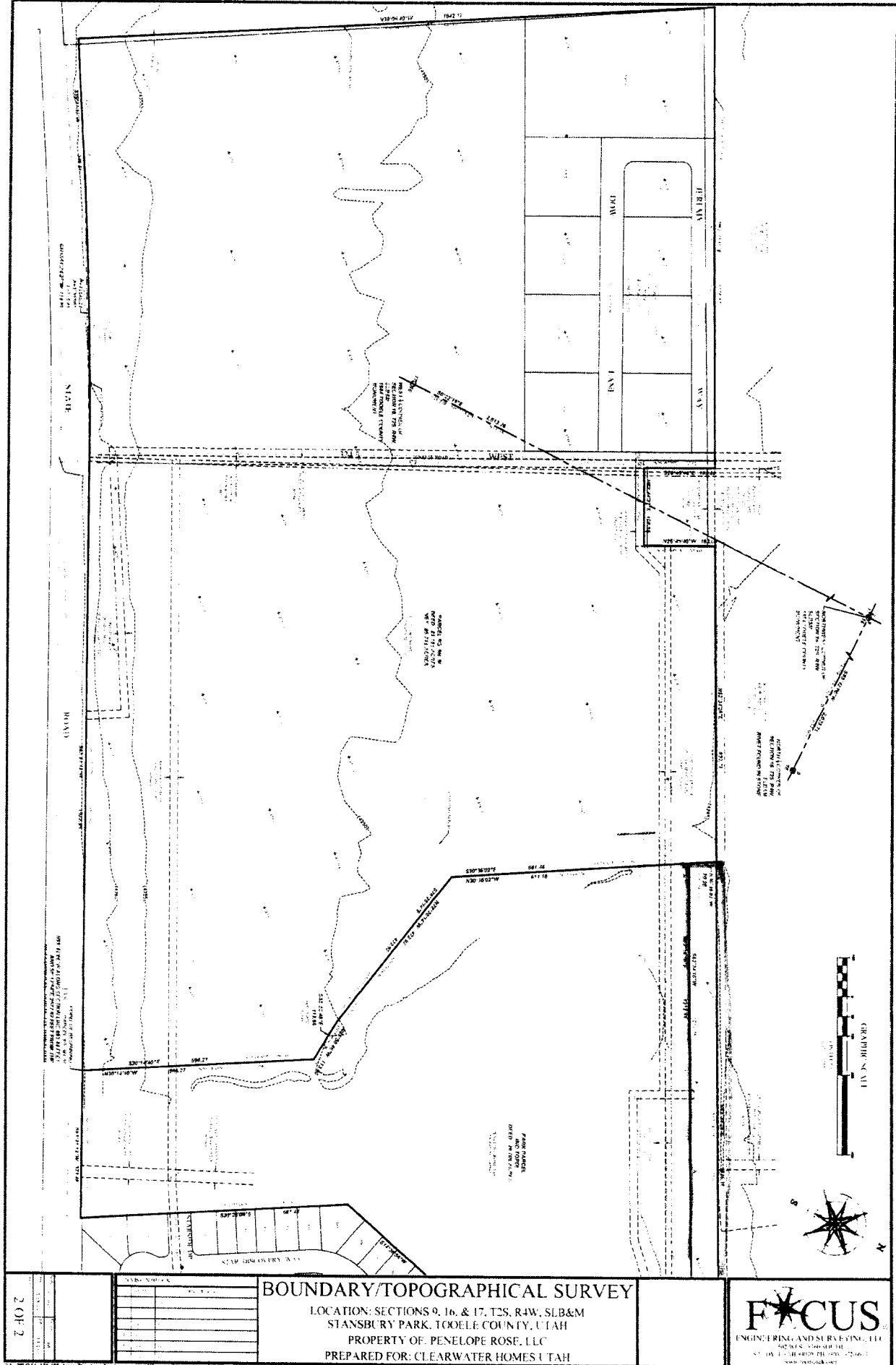
A portion of the NE1/4 and NW1/4 of Section 16, and the SW1/4 and SE1/4 of Section 9, Township 2 South, Range 4 West, Salt Lake Base & Meridian, located in Stansbury Park, Tooele County, State of Utah, more particularly described as follows:

Beginning at a point on the northerly line of OLD MILL P.U.D. Phase 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder, located N89°56'28"E along the Section line 787.58 feet from the North ¼ Corner of Section 16, T2S, R4W, S.L.B.& M.; thence along said Plat and also along OLD MILL P.U.D. Phase 2 the following 3 (three) courses and distances: S63°08'19"W (plat: S63°08'03"W) 1,218.96 feet; thence S26°51'41"E (plat: S26°51'57"E) 82.00 feet; thence S54°40'48"E (plat: S54°41'04"E) 9.84 feet to the northerly right-of-way line of Porter Way as described and dedicated as part of STARSIDE PHASE 2-PARCEL 9 P.U.D. according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S62°48'02"W (plat: S62°47'46"W) along said plat and the extension thereof 583.26 feet; thence N27°10'09"W 18.60 feet; thence S62°34'10"W 1,212.48 feet; thence N30°36'02"W 70.28 feet to the southerly line of that Real Property described in Deed Book 842 Page 297 of the Official Records of Tooele County; thence N62°34'26"E along said deed 1,336.36 feet; thence N0°49'35"W 662.69 feet to the southerly line of that Real Property described in Deed Entry No. 335721 of the Official Records of Tooele County; thence N27°19'59"E along said deed 585.85 feet; thence N50°41'33"W along said deed 54.00 feet to the southerly line of that Real Property described in Deed Entry No. 380004 of the Official Records of Tooele County; thence N38°59'38"E along said deed 488.99 feet to the southerly line of that Real Property described in Deed Entry No. 329649 of the Official Records of Tooele County; thence along said deed the following 18 (eighteen) courses and distances: S74°38'58"E 81.70 feet; thence S45°00'50"E 114.41 feet; thence East 248.35 feet; thence S73°30'11"E 81.38 feet; thence N30°35'29"E 73.82 feet; thence N87°23'55"E 63.64 feet; thence S46°08'14"E 104.21 feet; thence N66°48'41"E 66.02 feet; thence N26°34'34"E 64.60 feet; thence S72°15'48"E 151.71 feet; thence S23°45'35"E 78.90 feet; thence S40°29'59"E 155.75 feet; thence S4°16'06"W 64.08 feet; thence S50°43'27"E 36.15 feet; thence N86°49'18"E 45.87 feet; thence S48°41'18"E 196.47 feet; thence S15°26'26"E 84.25 feet; thence S57°55'49"E 108.70 feet; thence S63°08'19"W 437.71 feet along the extension of, and along the northerly line of said OLD MILL P.U.D. Phase 1 to the point of beginning.

Contains: 40.65+/- acres



EX A (5 of 8)



BOUNDARY/TOPOGRAPHICAL SURVEY
LOCATION: SECTIONS 9, 16, & 17, T2S, R4W, S1B&M
STANSBURY PARK, TOOELE COUNTY, UTAH
PROPERTY OF: PENELOPE ROSE, LLC
PREPARED FOR: CLEARWATER HOMES UTAH

FOCUS
ENGINEERING AND SURVEYING, LLC
305 N. 1000 W. SUITE 100
ST. GEORGE, UTAH 84790
www.focusur.com

2 OF 2			
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A portion of the NW1/4 and the SW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base & Meridian, located in Stansbury Park, Tooele County, State of Utah, more particularly described as follows:

Beginning at the northwest corner of STARSIDE PHASE 2-PARCEL 9 P.U.D., according to the Official Plat thereof on file in the Office of the Tooele County Recorder, located S89°42'06"W along the Section line 659.20 feet and S0°17'54"E 830.99 feet from the North ¼ Corner of Section 16, T2S, R4W, S.L.B.& M.; thence along said plat the following 2 (two) courses and distances: S26°42'53"E (plat: S26°43'09"E) 334.32 feet; thence S14°36'51"W (plat: S14°36'35"W) 314.92 feet to the northwest corner of STARSIDE SUBDIVISION Phase 3, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S14°36'56"W (plat: S14°36'40"W) along said plat 395.87 feet; thence S30°23'09"E (plat: S30°23'25"E) along said plat and extension thereof 687.44 feet to the northerly right-of-way line of State Road 138; thence S63°21'12"W along said right-of-way 373.48 feet; thence N30°14'40"W 596.27 feet; thence N85°50'46"W 113.66 feet; thence N78°28'14"W 472.92 feet; thence N30°36'02"W 611.18 feet; thence N62°34'10"E 1,212.48 feet; thence S27°10'09"E 18.60 feet; thence N62°48'02"E 133.44 feet to the point of beginning.

Contains: 28.71+/-
acres

The legal description for Wild Horse Ranch presented is less and accepting this described 28.71 Acre parcel which was donated charitably to another entity and is no longer part of the Wild Horse Ranch Community.

EXHIBIT B

Bylaws

See attached.

EXHIBIT C

Trail System and Other Common Areas

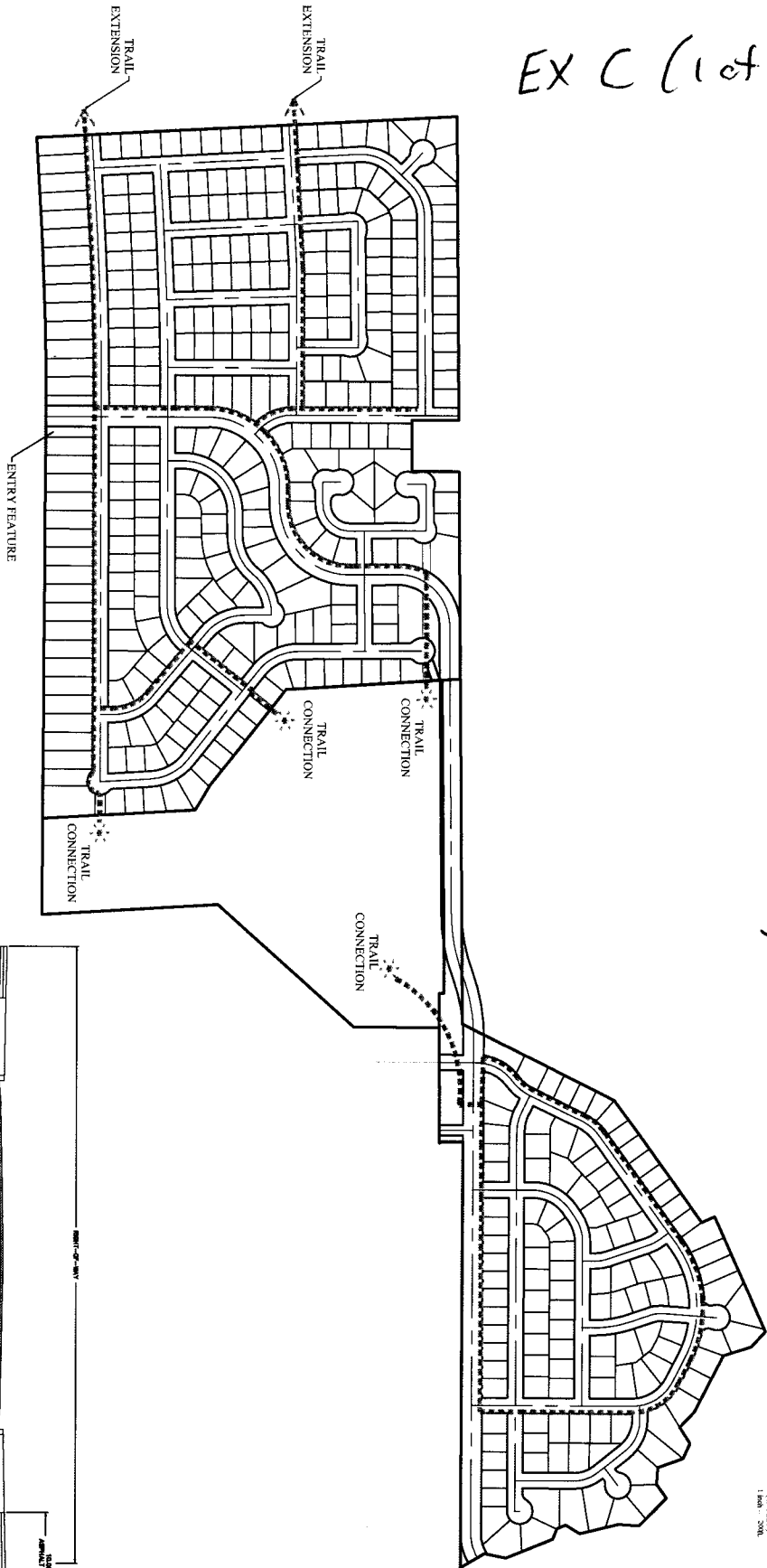
See attached.

EX C (1 of 3)

TRAILS AND OPEN SPACE PLAN

PUBLIC TRAILS
 OPEN SPACE
 TRAIL CONNECTION

*Trail system is subject to change based on
 plotting and design of future phases of
 Wild Horse Ranch Community.*



GENERAL NOTE: THE BEST AVAILABLE DATA AT TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. PLAN SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY.

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

STANSBURY PARK LEUCADIA PARCELS
 STANSBURY PARK, TOOELE COUNTY, UTAH
 NW 1/2 16 & NE 1/4 17 & S 1/2, T2S, R4W, SLB&M
 TRAILS AND OPEN SPACE PLAN

FOCUS
 ENGINEERING AND SURVEYING, LLC
 502 WEST 8360 SOUTH
 SANDY, UTAH 84070 PH: (801) 352-0075
 www.focusurk.com

C4

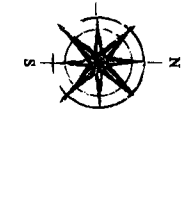
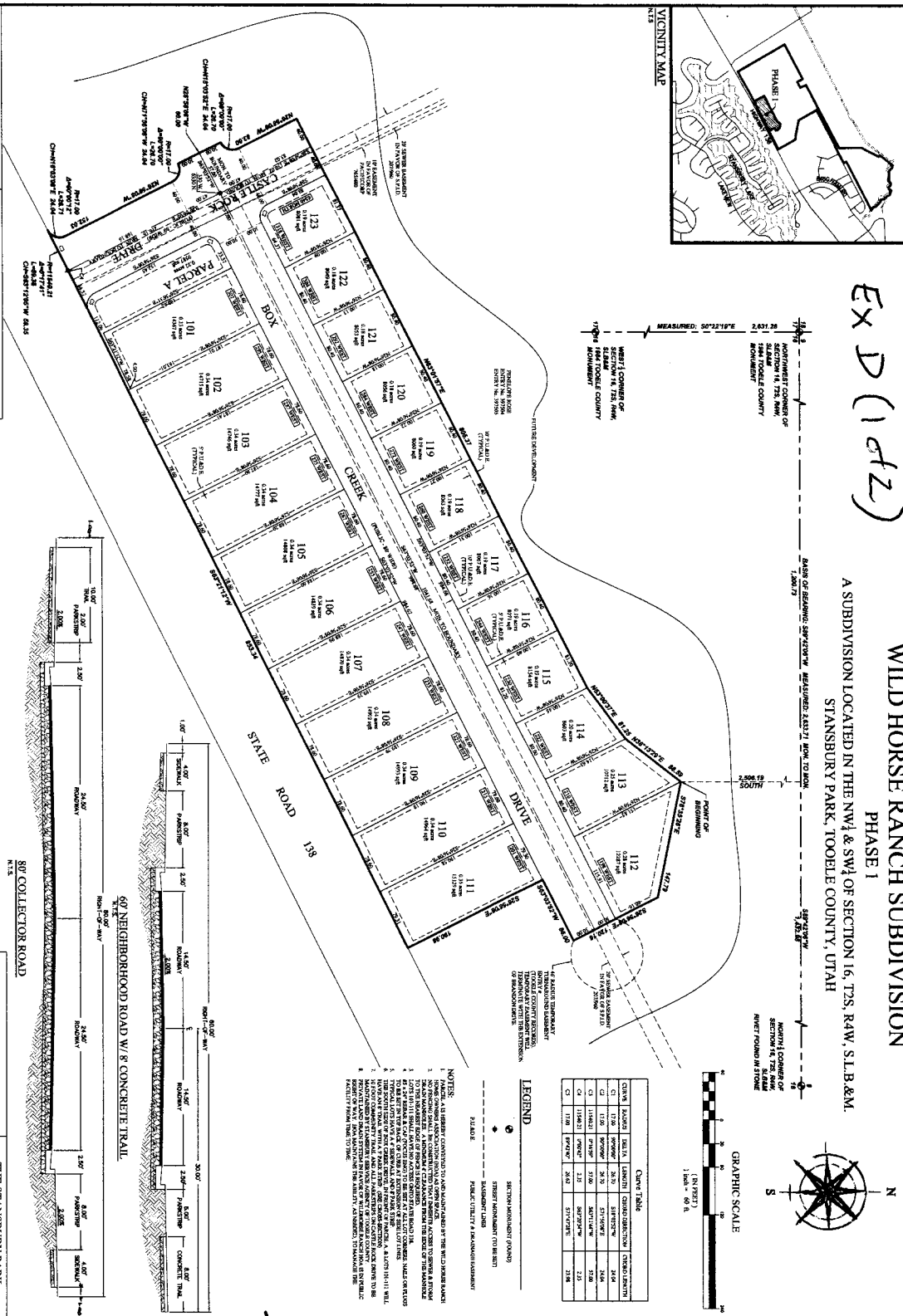
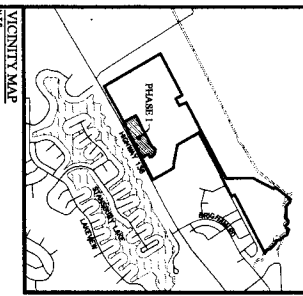
EXHIBIT D
Land Drain Infrastructure

See attached.

Land Drain infrastructure represented through easements in Right of Way on the phase 1 and phase 2 plots. Possible future Land Drain infrastructure to be installed on future Wild Horse Ranch Plots.

EX D (1 of 2)

WILD HORSE RANCH SUBDIVISION
PHASE 1
A SUBDIVISION LOCATED IN THE NW 1/4 & SW 1/4 OF SECTION 16, T2S, R4W, S.L.B.&M.
STANBURY PARK, TOOELE COUNTY, UTAH



CLUSTER TABLE

CLUSTER	ACREAGE	AREA	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE
C	1736	30.76	31.07%	31.07%	31.07%	31.07%	31.07%
C	1103	19.76	21.17%	21.17%	21.17%	21.17%	21.17%
C	1142	20.79	22.51%	22.51%	22.51%	22.51%	22.51%
C	1179	21.41	23.03%	23.03%	23.03%	23.03%	23.03%

LEGEND
SECTION (HIGHLIGHTED) (BOUNDARY)
SETBACK (HIGHLIGHTED) (BOUNDARY)
EASEMENT (HIGHLIGHTED) (BOUNDARY)
PROPERTY LINE (HIGHLIGHTED) (BOUNDARY)

- NOTES:
1. THIS PLAN IS SUBJECT TO ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND DECREES.
 2. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.
 3. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.
 4. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.
 5. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.
 6. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.
 7. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.
 8. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.
 9. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.
 10. THIS PLAN IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF RECORD.

PREPARED FOR
PENILOPE ROSE, LLC.
316 W. BROADWAY #110
SALT LAKE CITY, UTAH 84101

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
1000 W. 1000 S. SUITE 100
SALT LAKE CITY, UTAH 84119

TOOELE COUNTY HEALTH DEPARTMENT
APPROVED THIS 23RD DAY OF FEBRUARY 2016

NORTH TOOELE COUNTY FIRE DISTRICT
APPROVED THIS 24TH DAY OF FEBRUARY 2016

TOOELE COUNTY TREASURER
APPROVED AS TO FORM THIS 24TH DAY OF FEBRUARY 2016

TOOELE COUNTY PLANNING COMMISSION
APPROVED THIS 27TH DAY OF FEBRUARY 2016

TOOELE COUNTY ATTORNEY
APPROVED AS TO FORM THIS 23RD DAY OF FEBRUARY 2016

STANBURY SERVICE AGENCY
APPROVED THIS 24TH DAY OF FEBRUARY 2016

THE STANBURY PARK IMPROVEMENT DISTRICT
APPROVED THIS 11TH DAY OF FEBRUARY 2016

TOOELE COUNTY SURVEY DEPARTMENT
APPROVED THIS 22ND DAY OF FEBRUARY 2016

TOOELE COUNTY RECORDER
NO. 423735
STATE OF UTAH COUNTY OF TOOELE, RECORDED & FILED AT THE CLERK'S OFFICE OF THE CLERK OF COURTS, COUNTY OF TOOELE, UTAH, ON FEBRUARY 22, 2016.

SURVEYOR'S CERTIFICATE

I, Daniel R. Castle, do hereby certify that I am a Professional Land Surveyor and I hold Certificate No. 172873 in the State of Utah. I am duly licensed and qualified to perform the duties of a Professional Land Surveyor. I have personally supervised and checked the work of the assistants and have caused to be correctly and accurately plotted and reduced the field notes and observations of the survey and have caused to be correctly and accurately plotted and reduced the field notes and observations of the survey and have caused to be correctly and accurately plotted and reduced the field notes and observations of the survey.

BOUNDARY DESCRIPTION

A portion of the NW 1/4 and SW 1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base & Meridian. Beginning at a point located 879.76' W along the Section Line (432.93' from the SW corner of the NW 1/4 and 446.83' from the SW corner of the SW 1/4) and running North 89° 59' 59" West 80.00' to the intersection of the Section Line and the East line of the SW 1/4. Thence North 89° 59' 59" West 80.00' to the intersection of the Section Line and the East line of the SW 1/4. Thence North 89° 59' 59" West 80.00' to the intersection of the Section Line and the East line of the SW 1/4. Thence North 89° 59' 59" West 80.00' to the intersection of the Section Line and the East line of the SW 1/4.

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS HEREBY DEDICATE TO TOOELE COUNTY ALL THOSE TRACTS OF LAND AND INTERESTS THEREIN SHOWN ON THIS PLAN AND HEREBY CAUSE THE SAME TO BE PLACED ON THE PUBLIC RECORDS OF THE COUNTY OF TOOELE, UTAH, FOR THE USE AND BENEFIT OF THE PUBLIC AND ALL FUTURE UTILITIES COMPANIES IN RESPECT TO THE SUBDIVISION SHOWN ON THIS PLAN AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY SERVICE LINES AND FACILITIES.

IN WITNESS WHEREOF, I, *Michael W. Berg*, have hereunto set my hand and the seal of the County of Tooele, Utah, on this 22ND DAY OF FEBRUARY, A.D. 2016.

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF TOOELE
ON THIS 22ND DAY OF FEBRUARY, A.D. 2016, I, *Michael W. Berg*, Surveyor, do hereby certify that I am duly licensed and qualified to perform the duties of a Professional Land Surveyor. I have personally supervised and checked the work of the assistants and have caused to be correctly and accurately plotted and reduced the field notes and observations of the survey and have caused to be correctly and accurately plotted and reduced the field notes and observations of the survey.

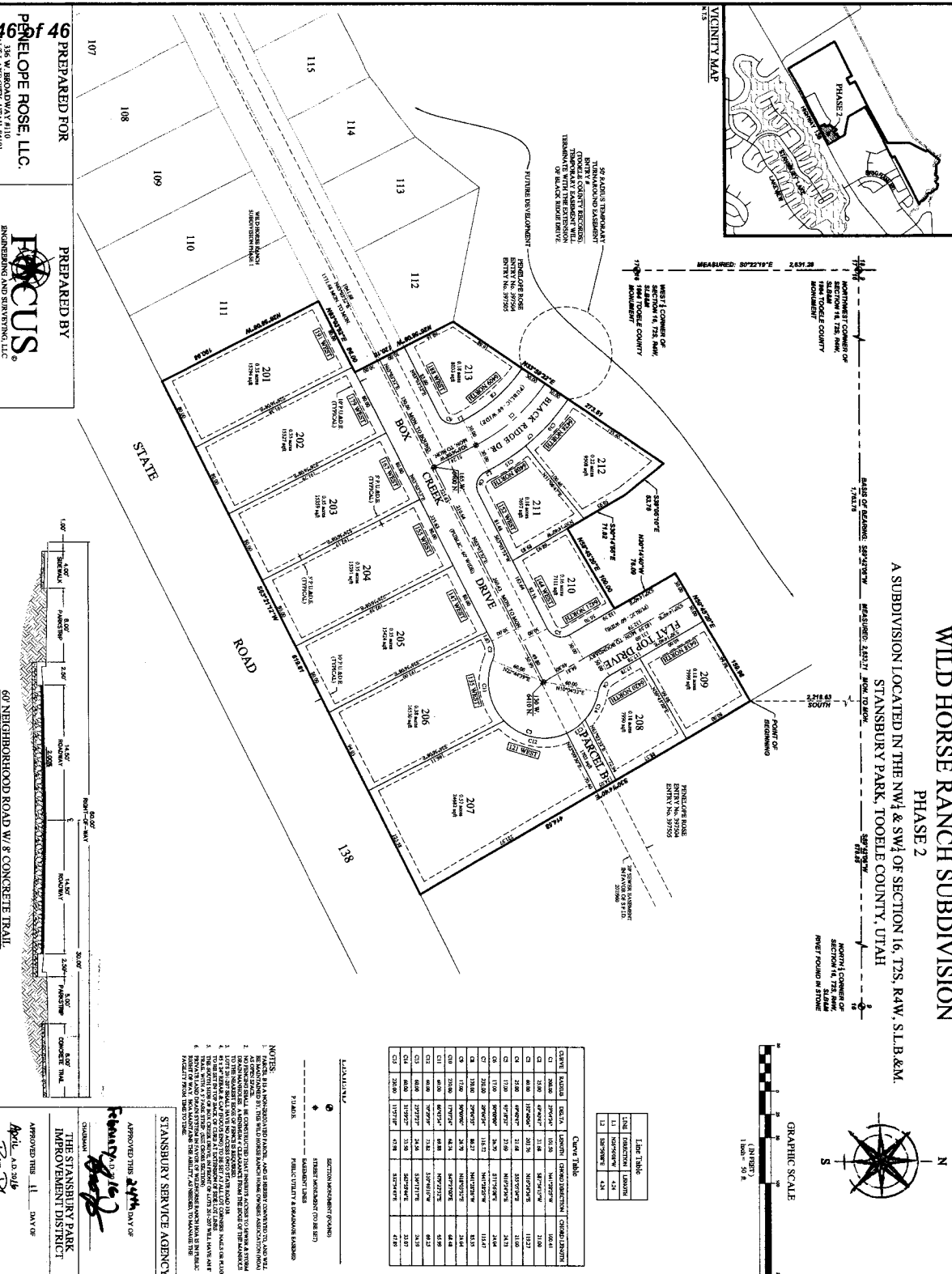
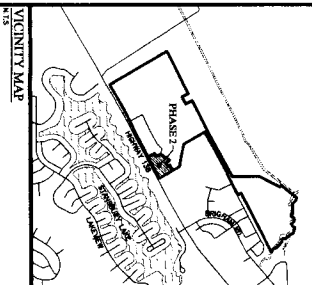
WILD HORSE RANCH SUBDIVISION PHASE 1
LOCATED IN THE NW 1/4 & SW 1/4 OF SECTION 16, STANBURY PARK, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER
NO. 423735
STATE OF UTAH COUNTY OF TOOELE, RECORDED & FILED AT THE CLERK'S OFFICE OF THE CLERK OF COURTS, COUNTY OF TOOELE, UTAH, ON FEBRUARY 22, 2016.

EX D (2 of 2)

WILD HORSE RANCH SUBDIVISION PHASE 2

A SUBDIVISION LOCATED IN THE NW¼ & SW¼ OF SECTION 16, T2S, R4W, S.L.B.&M. STANSBURY PARK, TOOELE COUNTY, UTAH



BOUNDARY DESCRIPTION

A portion of the NW¼ and SW¼ of Section 16, Township 2 South, Range 4 West, Salt Lake Meridian. Beginning at a point located 83.728' West and 17.513' South from the NE corner of the SW¼ of Section 16, T2S, R4W, S.L.B.&M., the boundary line shall follow the line of the SW¼ of Section 16, T2S, R4W, S.L.B.&M. to the NE corner of the SW¼ of Section 16, T2S, R4W, S.L.B.&M. Then the boundary line shall follow the line of the SW¼ of Section 16, T2S, R4W, S.L.B.&M. to the NE corner of the SW¼ of Section 16, T2S, R4W, S.L.B.&M. Then the boundary line shall follow the line of the SW¼ of Section 16, T2S, R4W, S.L.B.&M. to the NE corner of the SW¼ of Section 16, T2S, R4W, S.L.B.&M. Then the boundary line shall follow the line of the SW¼ of Section 16, T2S, R4W, S.L.B.&M. to the NE corner of the SW¼ of Section 16, T2S, R4W, S.L.B.&M.

CHUTE TABLE

CHUTE NUMBER	INCHES	LENGTH	CONCRETE/STAINLESS	COMPLETION DATE
C1	36.00"	21.00'	W/CONCRETE	11.20
C2	36.00"	21.00'	W/CONCRETE	11.20
C3	36.00"	21.00'	W/CONCRETE	11.20
C4	36.00"	21.00'	W/CONCRETE	11.20
C5	36.00"	21.00'	W/CONCRETE	11.20
C6	36.00"	21.00'	W/CONCRETE	11.20
C7	36.00"	21.00'	W/CONCRETE	11.20
C8	36.00"	21.00'	W/CONCRETE	11.20
C9	36.00"	21.00'	W/CONCRETE	11.20
C10	36.00"	21.00'	W/CONCRETE	11.20
C11	36.00"	21.00'	W/CONCRETE	11.20
C12	36.00"	21.00'	W/CONCRETE	11.20
C13	36.00"	21.00'	W/CONCRETE	11.20
C14	36.00"	21.00'	W/CONCRETE	11.20
C15	36.00"	21.00'	W/CONCRETE	11.20
C16	36.00"	21.00'	W/CONCRETE	11.20
C17	36.00"	21.00'	W/CONCRETE	11.20
C18	36.00"	21.00'	W/CONCRETE	11.20
C19	36.00"	21.00'	W/CONCRETE	11.20
C20	36.00"	21.00'	W/CONCRETE	11.20
C21	36.00"	21.00'	W/CONCRETE	11.20
C22	36.00"	21.00'	W/CONCRETE	11.20
C23	36.00"	21.00'	W/CONCRETE	11.20
C24	36.00"	21.00'	W/CONCRETE	11.20
C25	36.00"	21.00'	W/CONCRETE	11.20
C26	36.00"	21.00'	W/CONCRETE	11.20
C27	36.00"	21.00'	W/CONCRETE	11.20
C28	36.00"	21.00'	W/CONCRETE	11.20
C29	36.00"	21.00'	W/CONCRETE	11.20
C30	36.00"	21.00'	W/CONCRETE	11.20

OWNER'S DEDICATION

BY THIS INSTRUMENT, THE UNDERSIGNED HEREBY DEDICATE TO TOOELE COUNTY ALL THREE TRACTS OF LAND DESCRIBED ON THIS PLAN, AS SHOWN ON THIS PLAN, TO BE USED AS PUBLIC THROUGHWAYS FOR THE SUBDIVISION. THE DEDICATION OF THESE TRACTS OF LAND SHALL BE CONSIDERED COMPLETE ON THE DATE THIS INSTRUMENT IS FILED FOR RECORD IN THE PUBLIC UTILITY AND SALT LAKE COUNTY RECORDS, AND SHALL BE VALID AND BINDING UPON ALL FUTURE OWNERS OF THE TRACTS OF LAND SO DEDICATED.

IN WITNESS WHEREOF, the undersigned has hereunto set hand this 22nd day of February, 2016.

LIMITED LIABILITY ACKNOWLEDGMENT

I, *Penelope Rose, LLC*, the undersigned, hereby acknowledge that I am the owner of the land described on this plan and that I have read and understand the contents of this plan and the legal effect of the same. I have executed this plan voluntarily and without any duress, fraud, or coercion. I understand that my signature on this plan is required to make this plan valid and binding upon all future owners of the land described on this plan. I am not aware of any other persons who may have an interest in the land described on this plan. I hereby agree to hold harmless and defend the public utility and salt lake county recorder from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the public utility and salt lake county recorder in connection with the recording of this plan. My commission expires on 11/01/17.

TOOELE COUNTY RECORDER

STATE OF UTAH
COUNTY OF UTAH
NO. 437706
DATE 2/22/16

TOOELE COUNTY ENGINEERING DEPARTMENT

APPROVED THIS 11th DAY OF FEBRUARY, 2016
By *Randy A. Dyer*

PREPARED FOR: PENelope ROSE, LLC
136 W. BROOKWAY #110
MOUNTAIN VIEW CITY, UTAH 84040

PREPARED BY: FOCUS ENGINEERING AND SURVEYING, LLC
300 SOUTH MAIN ST.
SUITE 200
OGDEN, UTAH 84242

APPROVED THIS 26th DAY OF FEBRUARY, 2016:

TOOELE COUNTY ENGINEERING DEPARTMENT
APPROVED THIS 26th DAY OF FEBRUARY, 2016
By *Randy A. Dyer*

TOOELE COUNTY PLANNING COMMISSION
APPROVED THIS 11th DAY OF FEBRUARY, 2016
By *Randy A. Dyer*

TOOELE COUNTY SURVEY DEPARTMENT
APPROVED THIS 11th DAY OF FEBRUARY, 2016
By *Randy A. Dyer*

TOOELE COUNTY TREASURER
APPROVED THIS 22nd DAY OF FEBRUARY, 2016
By *Randy A. Dyer*

TOOELE COUNTY ATTORNEY
APPROVED THIS 22nd DAY OF FEBRUARY, 2016
By *Randy A. Dyer*

TOOELE COUNTY ENGINEERING DEPARTMENT
APPROVED THIS 22nd DAY OF FEBRUARY, 2016
By *Randy A. Dyer*

TOOELE COUNTY ENGINEERING DEPARTMENT
APPROVED THIS 11th DAY OF FEBRUARY, 2016
By *Randy A. Dyer*

TOOELE COUNTY SURVEY DEPARTMENT
APPROVED THIS 11th DAY OF FEBRUARY, 2016
By *Randy A. Dyer*