

When Recorded Mail to:

JCS Development, Inc.
P.O. Box 773
Coalville, Utah 84017

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1996 SEP 26 16:43 PM FEE \$125.00 BY DMG
REQUEST: JCS DEVELOPMENT INC

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WALKER VIEW ESTATES
SUBDIVISION, COALVILLE, UTAH

This DECLARATION is made this 26th day of September, 1996 by JCS Development, Inc., a Utah corporation, referred to below as "Declarant":

RECITALS:

A. Declarant is the developer of the real property located in Coalville, Summit County, Utah described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Declarant intends to develop a residential subdivision on the Property. Declarant will develop and convey all of the Property within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Lots.

C. Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to these protective covenants, conditions, restrictions and equitable servitudes, all of which are created for the mutual benefit of the Owners of the Property and the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. The covenants, conditions and restrictions are intended to, and shall in all cases, run with the title of the land, and be binding upon the Owners, their successors, assigns,

heirs, lien holders, and any other person holding any interest in the Property, and shall inure to the benefit of all other Property in the Subdivision. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, by the Association, or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from the completion of the Subdivision Improvements, or from using any Lot owned by the Declaration for a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with applicable City ordinances.

ARTICLE I

DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

1.1 "Approved Color List" shall mean those colors ("Approved Colors") described on Exhibit "C" to this Declaration.

1.2 "Association" shall mean the Walker View Estates Homeowners Association, whether incorporated or not, and as the context requires, the Officers and Trustees of that Association.

1.3 "Basement" shall mean habitable space within a Dwelling that is located entirely or substantially below the surface grade, including any spaces with exterior walls that extend less than four feet above the natural grade.

1.4 "Builder" shall mean the person or entity engaged by an Owner for the purpose of constructing, altering, or maintaining a Permitted Improvement. In this context, the Owner may also be the Builder, provided that if the Owner is not acting as Builder, the Builder shall be a duly licensed contractor as defined by Utah State law.

1.5 "City" shall mean Coalville Municipal Corporation and its appropriate departments, officials and boards.

1.6 "Committee" shall mean the committee created under Article III of this Declaration.

1.7 "Declarant" shall mean and refer to the signer of this Declaration.

1.8 "Declaration" shall mean this Declaration of covenants, conditions and restrictions, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of Walker View Estates, which are incorporated by this Declaration reference.

1.9 "Defensible Space" shall mean and refer to that area on a Lot within twenty-five (25) feet of the foundation of the Lot's Dwelling that shall be protected from wild land fire by the measures described in Article VIII hereof.

1.10 "Dwelling" shall mean the single family residence built or to be built on any Lot.

1.11 "Excavation" shall mean any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than twelve (12) inches from the natural surface of the land, or any grading of the surface. Excavation shall include any activities for which an excavation or grading permit would be required under the Uniform Building Code as adopted by the City.

1.12 "Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

1.13 "Fencing". See Permitted Fencing below.

1.14 "Fill" shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from off-site or resulting from the re-grading of excavated material from on-site, to raise the natural elevation of the surface. Fill shall also include any fill material as defined under the Uniform Building Code, as adopted by the City.

1.15 "Floor Area" shall mean the total of all floor areas of any Dwelling or habitable structure, to be determined and calculated in the manner described and required by the City, as it may be revised from time to time.

1.16 "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to, buildings, Dwelling Units, garages, storage buildings, walk ways, retaining walls, sprinkler pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

1.17 "Limits of Disturbance Area" shall mean the area within each Lot which is the outer limit of the area which may be

disturbed by construction activity.

1.18 "Lot" shall mean any numbered building Lot shown on the Plat of the Walker View Estates Subdivision.

1.19 "Minimum Front Set-back" shall mean the minimum set-back distance between the Dwelling on a Lot and any City street.

1.20 "Natural Area" shall mean the portion of any Lot that is outside of the Limits of Disturbance Area.

1.21 "Open Space" shall mean any areas designated on the Plat as such, which may or may not be located within the boundaries of a particular Lot, and may or may not provide for public access.

1.22 "Owner" shall mean the person or persons having title to any Lot or other parcel of Property as shown on the Plat of the Walker View Estates Subdivision. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

1.23 "Permitted Fencing" shall mean any fences and their appurtenances installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration and the Fencing Standards described in the attached Exhibit "D".

1.24 "Permitted Improvements" shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

1.25 "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

1.26 "Plat" shall mean the Plat of the Walker View Estates Subdivision as approved by the City and recorded in the office of the Summit County Recorder, and any amendments that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any.

1.27 "Primary Zone" shall mean and refer to the area of Defensible Space on each Lot within twenty-five (25) feet of the foundation of the Lot's Dwelling that shall be protected from wild land fires by the measures described in Article VIII hereof.

1.28 "Property" shall mean all of the land described on the Plat, including Lots, Open Space and roadways.

1.29 "Public View" shall mean that the object, improvement, or activity on the Property is or would be in the line

of sight originating from a point five feet above the surface of any public streets, including roadways within the Subdivision.

1.30 "Roadway" shall mean those portions of the Property that have been or will be dedicated to the City as a public way, as shown and described on the Plat.

1.31 "Subdivision" shall mean the Walker View Estates Subdivision, and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

1.32 "Trustees" shall mean the duly elected and acting board of trustees of the Walker View Estates Homeowners Association.

ARTICLE II

HOMEOWNERS ASSOCIATION

2.1 Homeowners Association Purposes. To effectively enforce this Declaration, the Declarant has created a Utah non-profit corporation called Walker View Estates Homeowners Association, Inc. The Association is comprised of the Owners of Lots within the Walker View Estates Subdivision, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot.

2.2 Enforcement Powers. The Association shall have the power to enforce this Declaration by actions in law or equity brought in its own name, and the power to retain professional services needed for the enforcement of these covenants and to incur expenses for that purpose. The Officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual rights of Lot Owners to personally enforce this Declaration in their own name. The Association may appear for and be representative of the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

2.3 Maintenance Responsibilities. The Association may own or be granted easements over portions of the Property within

the Subdivision. The responsibility to maintain and properly control the use of these parcels, when granted, vests in the Association, which has the power to perform maintenance services, construct Permitted Improvements, and in all other respects manage or supervise the management of those portions of the Property.

2.4 Obligation to Accept Grant. The Association hereby agrees to accept a grant at any time in the future, of the fee interest or an easement to portions of the Property which may be designated as Open Space. Any such grant will be made free of liens and financial encumbrances, and made subject to this Declaration. Open Space granted to the Owners or Association may be subject to conservation easements or similar third party limitations on use and access. Declarant or its successors are under no obligation to grant or arrange for any such grant to the Owners or to the Association. Consideration for any such grant will not exceed ten dollars (\$10.00), and Grantor will bear all transactional expenses.

2.5 Guardian of the Open Space. The Association is hereby specifically charged by the Declaration and by the City with the responsibility and powers to enforce this Declaration as it pertains to the Open Space. It is anticipated that the Association will enjoy community benefits from the conservation of the Open Space as provided by this Declaration.

2.6 Assessments. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. All assessments will be equal on all Lots, whether vacant or improved. Assessments will be made annually to meet the anticipated and recurring expenses of the Association including, but not limited to, the costs of landscape maintenance, water for irrigation, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, and enforcement of this Declaration. Notice of the Assessment and the proposed amount of the annual Assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of the Owners in a meeting called for that purpose.

2.7 Assessments Constitute Lien. Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien when any assessment remains unpaid for a period of more than ninety (90) days from the date the assessment was levied, but if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association

against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the Summit County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot in the event of a sale. No Mortgagee or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts a deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed.

2.8 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

2.9 Formative Documents. The Articles of Incorporation and the Bylaws of the Association are included as Exhibits "E" and "F" respectively to this Declaration, and are incorporated by reference as part of this Declaration.

ARTICLE III

ARCHITECTURAL COMMITTEE

3.1 Introduction. It is the intention and purpose of this Declaration to impose Architectural Design Standards of a type and nature that result in Dwellings and Improvements which are compatible with the mountain landscape. The placement, massing, dimensions, materials, colors, and public aspects of the improvements will be guided, but still allow for diversity in style and vitality in design. To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

3.2 Architectural Committee. The Committee will be comprised of three (3) seats. For convenience and to facilitate scheduling, two (2) individuals may alternate for one seat. The initial Committee will be appointed by the Declarant. At the time ninety percent (90%) of the Lots are built upon and occupied, one Owner will be appointed to the Committee by the Trustees, to replace an appointee of the Declarant. At the time that ninety-

five percent (95%) of the Lots are built upon and occupied, a second Owner will be appointed to the Committee by the Board of Trustees. No later than on the tenth anniversary of the recording of the Plat, all three (3) members of the Committee will be elected by the Lot Owners. To maintain continuity, the Declarant intends to remain active in the administration and enforcement of these Covenants, Conditions, and Restrictions while the homes on the Lots are being constructed.

3.3 Approval by Committee. No improvements of any kind, including without limitation, the construction of any Dwelling Unit, garage, out building, parking area, driveway, tennis court, walk way, or other hard surfaced area in excess of one hundred (100) square feet, fences, walls, satellite dishes or antenna, solar panels or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Committee. No excavation, grading, filling, draining, landscaping, or installation or removal of existing vegetation shall be made without the prior written approval of the Committee. Approval of the Committee will be sought in the following manner:

a. Plans Submitted. Complete plans for the construction of any new Dwelling Unit must be submitted to the Committee for review and approval. Preliminary plans may be submitted before the expense of final construction drawings is incurred. Plans must be sufficient to show the location on the Lot of the Dwelling Unit and all other structures to be built with it, elevations of all buildings illustrating the nature and locations of windows, doors, roof pitches, decks and other exterior elements together with their materials and colors. A complete site plan or landscape plan must also be submitted showing the location of all grading, including existing and proposed contours, driveways, walk ways, patios, decks and other hard surfaced or irrigated areas, proposed plantings, and the means of restoring all disturbed areas. In the case of an addition or modification to an existing Dwelling, the Committee may waive any of the foregoing requirements.

b. Plan Review and Construction Impact Fee. The construction plan submittal shall be accompanied by a Plan Review Fee of ten dollars (\$10.00) for each new dwelling, or ten dollars (\$10.00) for each addition or remodel, or, in the case of improvements which cost less than one thousand dollars (\$1000.00), or which make no structural changes, the applicant will pay no fee.

c. Plan Review. Within fifteen (15) days from receipt of a complete submittal, the Committee will review the plans and make a determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans

subject to specific modifications or conditions. Upon approval, the Committee and the Owners will each sign a copy of the plans, which shall be left with the Committee. Any construction that is not in strict compliance with the approved plans is prohibited.

d. Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five (5) years.

e. Failure to Act. If the Committee has not approved or rejected any submittal within forty-five (45) days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

3.4 Variances. Variances to the Architectural Design Standards contained in this Declaration may only be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the unanimous consent of the Committee.

3.5 Extraordinary Costs. When it deems such action appropriate, the Committee may engage the services of an architect or civil or structural engineer to assist in its review of any proposed improvements. All costs of such additional review will be paid by the Applicant, provided, however, that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer, and the aspects of the proposal that caused the Committee to believe that professional review was required, and the estimated cost of that review. If the applicant does not withdraw the proposal within five (5) days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, for himself and his successors and assigns, waives any and all claims against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant.

3.6 General Design Review. The Committee will use its best efforts to provide a consistent pattern of enforcement, and consistent application of the Architectural Design Standards of this Declaration. These Standards are, of necessity, general in nature, and the Committee shall apply them in its sole and exclusive discretion to create a high quality, attractive and well designed community.

3.7 Declarant, Trustees and Committee Not Liable. The Declarant, the Trustees, and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of

Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against another Owner, and may seek independent redress if he believes the Committee has acted improperly.

3.8 Limitations on Review. The Committee's review is limited to those matters expressly described in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances or other statutes, laws or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable codes must be reviewed and approved by the Committee prior to construction.

3.9 Approval to Proceed. The Committee shall promptly issue a Certificate of Approval to the Owner once the plans have been approved and the pre-construction conference required in Article XI has been held, and all other conditions of construction set forth in Article XI have been satisfied.

ARTICLE IV

RESTRICTION ON ALL PROPERTY

The following Restrictions on use shall apply to all Property within the Subdivision:

4.1 Governing Regulations. The lawfully enacted zoning regulations of Coalville City and any building, fire and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law or ordinance. If the Covenants, Conditions and Restrictions in this Declaration are more stringent than applicable zoning, it is the intent that the provisions of this Declaration control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal law or regulation.

4.2 No Mining Uses. The Lots within the Subdivision shall be used for residential purposes only, and no mining, drilling, or quarrying activity will be permitted at any time.

4.3 No Business or Commercial Uses. No portion of the

Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision improvements or until the Lots are sold, or (b) the use of any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires both 1) the Owner's clients, customers, patients or others to come to the Lot to conduct business and 2) which requires any employees outside of the Owner's immediate family or household. No retail sales or repair service oriented businesses of any kind may be conducted in the Subdivision.

4.4 Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs for roadways placed by the City, or temporary signs warning of some immediate danger. Notwithstanding, Declarant may erect a sign at the entrance to the subdivision announcing the availability of Lots, giving sales information and identifying the Subdivision. No permanent signs stating the address or the name of the owner of the Lot may be installed without the advance consent of the Committee.

4.5 Completion Required for Occupancy. No Dwelling may be occupied prior to its completion as evidenced by the issuance of a certificate of occupancy by the City.

4.6 Animals. No animals, other than ordinary household pets may be kept on any Lot, except horses and other ordinary farm animals may be permitted on Lots 10, 11, 16, 17, 18 and 20, provided that such Lots are properly maintained and not allowed to become a nuisance to neighboring lot owners. If one owner acquires adjacent lots, such owner may petition the Association to obtain approval for farm animals. No owner of a lot can overgraze or destroy existing vegetation.

4.7 No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any Lot or group of Lots may result in an increase in the number of Lots within the Subdivision.

4.8 Underground Utilities. All telephone, electrical, gas, television and any other utility lines in the Subdivision are to be underground, if possible, including lines within any Lot which service improvements entirely within that Lot.

4.9 No Oil or L.P. Gas Tanks. The primary heat sources for all improvements shall be solar, natural gas delivered by pipeline or electric. Except for temporary periods during construction of the Dwelling, no heating oil, propane, butane or other bulk fuel storage tank may be installed on the Property.

4.10 Service Yards. All service yards, storage yards and exterior mechanical equipment must be screened in a manner approved by the Architectural Committee so that they are not visible from the public view or from other lots.

4.11 Maintenance of Property. All Lots, and the improvements upon them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair. No Owner shall permit his Lot or the improvements on it to violate the fire prevention and fire protection standards described in Article VIII hereof.

4.12 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

4.13 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

4.14 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling or improvements); open storage or parking of construction equipment, inoperable motor vehicles, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage, and the storage or accumulation of any other unsightly material, vehicle, or equipment on the Lot in a manner that is visible from the public view or from another Lot.

4.15 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to any street lighting maintained by the City.

4.16 No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or fire

alarms.

4.17 Municipal Water Connection. The Property is served by municipal water service, and no Owner shall drill his own well for culinary or irrigation water production. No water rights are being conveyed with any Lot.

4.18 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All dwelling units must be connected to the sanitary sewer system in accordance with the application procedures, rules and regulations of Coalville City.

4.19 Drainage. No Owner shall alter the flow of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

4.20 Groundwater Protection. No underground storage tanks for fuels or chemicals of any kind may be installed on the Property. No above ground storage tanks shall be permitted.

4.21 Protection of Springs and Streams. Although well-drained alluvial soils predominate the Subdivision, springs or seeps may be present. Dwelling construction should not alter or impede the natural flow of groundwater. An Owner planning to construct a Dwelling on a Lot should seek the advice of a licensed architect or professional engineer, particularly if the Dwelling is to include basement space.

4.22 Vehicles Restricted to Roadways. No motor vehicle shall be operated on the Property except on Roadways and driveways. The operation of any vehicle on any Open Space within the Property is strictly prohibited, except for maintenance work being conducted under the supervision and authority of the Association. This shall not preclude the operation of agricultural equipment on any Open Space for the proper health and management of the natural vegetation.

4.23 Kennels. No kennel or dog run may be placed closer than one hundred-fifty (150) feet from any dwelling unit other than that of the Owner of the kennel. The owner is responsible to control habitual barking dogs and any barking dog during the late evening and night hours. Owners of dogs shall not allow his or her dog to infringe upon any Owners peaceful enjoyment of an Owner's property, by noise and/or destruction of property.

4.24 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding houses, "bed and breakfast" facilities, or other uses for providing

accommodations to travelers. No lease of any Lot shall be for a period of less than thirty (30) days. No Lot shall be subjected to any form of time interval ownership or ownership in a manner that rotates the use among multiple Owners in a manner that would permit the right of use to be sold separately from the fee simple title to the Lot.

4.25 No Hunting. The hunting, trapping and harassment of wild life by firearms, or any other means, is expressly prohibited within the Subdivision.

ARTICLE V

PERMITTED USES AND IMPROVEMENTS

5.1 Introduction. The following uses and improvements are permitted within the Subdivision in the areas of the Property designated. Uses not specifically permitted are prohibited, unless, in the sole judgment of the Architectural Committee, the proposed use is a reasonable and logical extension or appurtenance of a use that is expressly permitted. The Property is divided into the following classifications of Property, with specific uses permitted or prohibited within each classification: (a) natural area; (b) limits of disturbance area; (c) open space.

5.2 Permitted Uses and Improvements Within the Natural Area of a Lot. The natural areas shall be perpetually devoted to sustaining the character of the natural landscape. The natural areas are intended to prevent soil erosion, and to maintain some wild life habitat value within the Lots. No structures of any kind are permitted in any Natural Area. No improvement, excavation, fill or any other surface disturbances shall be constructed, installed, maintained or allowed to stand in these natural areas unless approved by the Committee.

5.2 Permitted Uses and Improvements Within the Limits of Disturbance Areas. Except for those uses and improvements permitted above, all construction activity, excavation, and fill are to be confined to the limits of disturbance area within the Lot. Prior to locating the limits of disturbance area for each Lot, the Owner is required to have his Dwelling designed to conform to the natural topography of the site, and to preserve the natural texture, appearance and vegetation of the undeveloped site to the extent possible. No improvements, additions, alterations or other construction may be installed, constructed, maintained or allowed to stand within the limits of disturbance area except as follows:

(a) The construction, maintenance and use of one single family Dwelling and together with a garage with capacity for at

least two (2) automobiles and storage of recreational and maintenance equipment; and

(b) The construction, maintenance, and use of one Accessory Dwelling Unit, either attached or detached from the primary Dwelling, together with a parking lot for at least one automobile; and

(c) The construction, maintenance and use of those improvements generally and customarily associated with the use and enjoyment of a single family Dwelling, including driveways, utility connections, garages, retaining walls, stairways, decks, patios, pools and spas, swing sets, trampolines, walkways, fences, lighting, tennis courts or sports courts, sprinklers, antennas and satellite dishes, and irrigation systems.

ARTICLE VI

ARCHITECTURAL DESIGN STANDARDS AND CONDITIONS ON IMPROVEMENTS

6.1 Introduction. The guiding design concept for the Walker View Estates Subdivision is that the dominant visual feature of the Subdivision, whether viewed from within the Property or from locations off-site, should be the natural landscape, including but not limited to, Lewis' Peak, Coalville-Hoytsville Valley, the Weber River and the natural terrain of the subdivision site. Dwellings and other improvements must blend into this natural setting and not dominate it. These Architectural Design Standards have been prepared with the intention of insuring that the impacts of construction of the Subdivision are minimal, acceptable and respectful of the natural landscape. Suggested clear standards of design will provide direction and guidance to the Owners and their design professionals in the planning and construction of improvements on each Lot's unique setting. It is not the intention of these standards to create uniformity, but to encourage a diversity of design and materials within an architectural approach that respects each site and is compatible with the mountain landscape and community. The Architectural Committee expressly reserves the right to wholly reject plans, which in its sole and exclusive judgment, are determined to be inconsistent with the stated intent or explicit requirements of these Architectural Design Standards.

6.2 Site Evaluation. Each Dwelling and its accompanying improvements shall be designed to suit each individual Lot, and to preserve, and benefit from the site's natural and unique character. The Owner is encouraged to use the services of experienced design professionals to evaluate the site and determine the best building approach for that site. The Limit of Disturbance Area is intended to begin this process, but should not be construed as the complete

site evaluation, but the Dwelling and/or accompanying improvements must be constructed within the Limit of Disturbance Areas as designated on the plat. The maximum size of each Limit of Disturbance Area has been carefully established and is shown on the Plat. Each Owner shall locate his Limit of Disturbance Area on the Lot to eliminate intrusions above the horizon line, preserve the natural terrain areas, natural drainage features, and protect view corridors. Improvements shall be sited and designed to minimize cuts and fills and other site disturbances.

6.3 Placement of Limits of Disturbance Area. The natural vegetation is a valuable site feature on every Lot and the limits of Disturbance Area and the Dwelling design, should be carefully placed on each Lot so as to minimize the loss of significant and healthy vegetation. The proposed placement of Limit of Disturbance Area for each Lot shall be designated by the Owner of the Lot, subject to review and approval by the City and by the Architectural Committee of the Walker View Estates Subdivision Homeowners Association. No Limits of Disturbance Area shall be placed closer than twelve (12) feet from any side lot line or rear lot line, or twenty (20) feet from the front lot line.

6.4 Placement and Massing of Dwellings. All Dwellings and improvements, and the entire construction disturbance (including the excavation and storage of excavated material) must be confined within the Limits of Disturbance Area, except for permitted driveway and utility connections. The massing and orientation of above-ground improvements should reflect the general slope of the Lot and follow the natural contours. To do so, the major axis and central mass of the Dwelling must be reasonably parallel to the natural contours of the Lot.

6.5 Restriction on Number of Dwellings On Any Lot. Unless otherwise provided herein, only one Dwelling may be constructed on any Lot. No other habitable structure shall be permitted.

6.6 Minimum Dwelling Sizes. The minimum floor area for a Dwelling in the Subdivision is fifteen hundred (1500) square feet. The square footage above ground in a single story Dwelling shall be a minimum of fifteen hundred (1500) square feet, and in a multi-level home, a minimum of twelve hundred (1200) square feet on the main floor with a minimum of eighteen hundred (1800) total square footage.

6.7 Dwelling Setback and Placement. All portions of the Dwelling and appurtenant improvements shall be located within the Limits of Disturbance Area established for each Lot, and must further comply with the City's minimum setbacks and the Declarant's minimum front setback shown for each Lot on Exhibit "B" hereof.

6.8 Dwelling Heights for Unrestricted Lots. On all

Lots, the intention of this Article is to prohibit the construction of large, simple box-like Dwellings and to eliminate continuous or repetitious multi-story wall plans from the public view. For multi-story Dwellings, the area of the second floor template shall not exceed seventy percent (70%) of the Dwelling's footprint.

6.9 Dwelling Heights for Restricted Lots. Dwellings to be built on Lots 6, 8, 18 and 19 may have limited visual impacts on abutting Lots. To minimize any such impacts, the Declarant seeks to suppress roof heights, to lengthen and vary building elevations to reflect the gentle and underlying topography. Dwellings to be built on these specified Lots shall conform to the following special requirements:

(a) Maximum Height. The maximum Dwelling height shall be twenty-eight (28) feet.

(b) Upper Floor Levels. For multi-story Dwellings, the area of the second floor template shall not exceed sixty percent (60%) of the Dwelling's footprint. Loft space above a garage may be developed as living space provided that such development shall not result in raising of the garage exterior wall height or eave line above that necessary to contain the actual garage area volume.

6.10 Roof Characteristics. The pitch, ridge line alignment, and materials used for roof construction should be carefully designed and controlled to be compatible with the underlying terrain. The following roof characteristic restrictions shall apply:

(a) Roof Types. Double-pitched roofs, hip roofs and partial hip roofs are permitted. Shed roofs are only permitted if they are smaller, secondary roof forms attached and terminating with their ridge or highest point in continuous contact with a major building form. Mansard roofs, A-frames, gambrel roofs, domes and curvilinear roof elements are prohibited. Flat roofs are permissible only when not visible from the public view, and are limited to a maximum size of ten percent (10%) of the Dwelling's floor area.

(b) Roof Pitch and Roof Planes. Roof pitches shall be not less than five (5) in twelve (12) pitch, or greater than twelve (12) in twelve (12) pitch, and should generally follow or respond to the underlying grade, with steeper pitches used on steeper terrain and flatter pitches used on flatter terrain.

(c) Roof Novelties. No turrets, towers or other thematic decorative elements are permitted and no complex, multi-faceted roof plans twisting to conform to irregular building shapes are permitted.

(d) Ridge line Alignment. All roofs are intended to be seen as part of the backdrop of the sloping hillside site rather than objects to be silhouetted against the horizon. Design of each Dwelling shall include an effort to align the predominant horizontal lines of the roof, the primary ridge line, and its eaves or drip line, reasonably parallel to the prevailing site contours. Such prioritized ridge line alignment, reinforced by creative use of smaller, non-aligned roof planes, will create an ordered visual diversity that responds to dominant patterns of the natural grade. A primary or dominant ridge line that runs perpendicular to the contour lines of the Lot will not be approved.

(e) Roof Materials. Roof materials should be selected to minimize their off-site visual impacts and to not contrast with the surrounding natural landscape. The only permitted roofing materials are those listed as follows:

1. Metals of copper, zinc, terne or steel.
2. Fire retardant wood shingles or medium shakes with no more than ten (10) inches to the weather.
3. Asphalt shingles weighing more than two-hundred seventy (270) pounds per one-hundred (100) square feet.
4. Membrane or composition roofing on a permitted flat roof.

(f) Roof Colors. All roofing material shall be of an approved color.

(g) Fascia and Roof Trim. Fascia, soffits and roof trim shall be sized proportionate to the roof and building mass and no soffit shall be less than eighteen (18) inches wide. The use of compound or build-up trim adds detail to the roof element and is encouraged. Fascia, soffits and roof trim shall be constructed of approved siding materials, and finished in an approved color to match or mildly contrast with adjacent siding or roof material. Stucco is not permitted as fascia, soffit or roof trim material.

(h) Roof Metals and Appurtenances. Each vent, gutter, flashing and piece of trim shall match the color of the surface to which it is attached or from which it projects. Solar collectors shall lie flat on the roof surface, with attention to minimizing glare and reflection to the public view, and to integrate such devices into the form and plane of the roof. Greenhouse or conservatory roofs shall match the plane and slope of adjoining roofs; curved portions of these elements are not allowed where in the public view. All visible parts of such roof appurtenances, except glazing, shall match the color of the underlying or adjacent roof surface.

6.11 Chimneys. Chimneys must be constructed of or clad in an approved siding material. No exposed metal flues or visible

metal parts, other than flashings, are permitted. If more than one chimney is used on a Dwelling, then each must be of the same design, finish, appearance and proportion, although sizes may differ.

6.12 Antennas. All antennas must be enclosed or obscured where possible, from the public view. Any satellite dishes must be located and screened from the public view in a manner approved in advance by the Architectural Committee.

6.13 Siding and Trim Characteristics. The materials that clad the exterior of the Dwelling shall be non-combustible, or fire retardant, natural materials that blend with and are compatible with the natural landscape. The textures and patterns of siding material can affect the perceived scale and mass of the Dwelling.

(a) Materials. Whenever possible, major wall surfaces should express their mass by being finished with plaster, stucco or stone. Log siding is prohibited. Neither plaster nor stone shall be used as an in-fill (i.e. "Tudor" or "half-timbered"). Heavier materials should be used below lighter materials whenever more than two siding materials are exposed on the same surface. No more than two (2) permitted siding materials may be used on any one building facade, and no more than four (4) on any one Dwelling. The following siding materials are the only siding materials permitted. The use of certain materials is limited to a percentage of the total siding materials on the Dwelling.

<u>Material</u>	<u>Limitation on Use</u>
Treated, fire retardant sidings, boards, or shingles of weather resistant, natural wood, tight-knot grade or better.	50%
Plaster, including stucco, dri-vit and similar systems, which shall be seamless, except for expansion joints.	No Limitation.
Natural stone indigenous to the mountain environment and laid in a random or rubble pattern.	No Limitation.
Brick, other than cinder block.	No Limitation.
Cinder block.	Not allowed.
Vinyl or aluminum siding.	50%
Log Homes	No Limitation

(b) Colors and Finishes. Wood sidings and shingles shall be finished in colors selected from the Approved Colors List.

Siding shall not be painted, but shall be stained with semi-transparent or semi-solid stains that permit the natural grain and textures of the wood materials to show through. Stucco and similar permitted materials shall be blended or finished in warm, off-white, light gray or light tan colors, and applied in a manner that does not obscure the natural texture or "tooth" of the material. Sharply contrasting trim colors are prohibited on any portion of the Dwelling. Trim shall be finished to match or mildly contrast with any adjacent wood siding materials, or any rock or stucco siding, provided that such colors are from the Approved Colors List. The Architectural Committee shall have the exclusive right to accept or reject all proposed exterior color schemes. Given the desired blend of compatible exterior materials and colors, monochromatic exterior schemes are prohibited. The use of sharply contrasting colors or light colors against dark colors, is also prohibited.

(c) Siding Appurtenances. Flashings and other accessories shall be finished to match the siding and be made unobtrusive. Gable vents shall be finished to match the siding and shall be rectangular, or if triangular or trapezoidal, shall match the slope of the adjacent roof slope. Vents, stacks, meter troughs, meters, junction boxes and other devices which penetrate or mount upon exterior walls must be concealed, as much as possible, from the public view, and shall be finished to match the surrounding or underlying surface, except for approved exterior light fixtures or lighting devices.

6.14 Windows. Window openings should be sheltered and arranged and combined in a manner to reference the indigenous architecture of the mountain community.

6.15 Foundations. All foundations must be exposed for at least two (2) feet above the finished grade and must be plastered. Foundations that extend above five (5) feet must be covered with an approved siding material. No foundations may be cinder block.

6.16 Parking Areas. Each Dwelling shall include a garage for at least two (2) vehicles. Dwellings may garage more than two (2) vehicles, provided that no more than three (3) garage doors may be hanged together when in public view. Each Dwelling must also provide paved driveway parking for two (2) vehicles. No on-street parking is permitted.

6.17 Driveway and Utility Connections. Each Lot shall be permitted one curb-cut on the roadway for a driveway. The location, slope, grading conditions, and other impacts of the proposed driveway shall be considered by the Committee in its review of the Owner's plans. When possible and practical, underground utility connections shall be made adjacent to or under the driveway to minimize disturbance of the vegetation. The width of each vegetative cut for utility connections shall be kept

minimal. Once driveway and utility connections for a Lot have been designated by the Owner and approved by the Committee, and approved construction of the improvements has begun, the driveway connection will cease to be natural area, and shall be governed as part of the Limits of Disturbance Area for the Lot. Such conversion will be permitted only one time on each Lot, and should construction be abandoned, any future improvement on that Lot is bound to the same driveway connection. Any separate utility connections will remain natural area and must be re-vegetated in accordance with Article VII of this Declaration.

6.18 Driveways, Walkways and Other Paving. Whenever possible, the construction of driveways and walks shall conform to natural grade. Necessary cuts and fills shall conform to good design practices and blend with or match natural grades in a rounded and gentle manner, with no side slopes steeper than one foot of vertical rise in two (2) feet of horizontal run. All paved surfaces shall have an appearance and scale consistent with the mountain community. No driveway surface shall exceed fifteen percent (15%) in slope, and whenever possible and practical, the first twenty (20) feet in from the roadway shall not exceed a ten percent (10%) slope. Asphalt, concrete, natural stone, and stone dust, pavers or bound gravel are the only permitted materials for driveways. Walks may be constructed of any approved driveway material, excluding gravel.

6.19 Construction to Uniform Building Code. All construction within the Subdivision shall conform to the Uniform Building Code.

ARTICLE VII

LANDSCAPE STANDARDS

7.1 Introduction. The intent of this Declaration is to conserve water and to preserve the natural vegetation to the extent possible, given the construction of the Subdivision.

7.2 Irrigation of Lots. Water is a precious commodity in this semi-arid alpine desert climate, and any choice of vegetation materials should consider the irrigation needs. While Declarant recognizes and accepts that an Owner may want to plant and care for lawns and other water intensive plants, any species requiring long-term irrigation is clearly dependent upon the continued availability and affordability of water for irrigation purposes.

7.3 Retaining Walls. Careful and sensitive design should generally eliminate the need for retaining walls. In those situations where a retaining wall is necessary, it shall be

constructed of treated landscape timbers, natural stone, or concrete. No retaining wall shall exceed seventy-two (72) inches in exposed height, and any series of retaining walls on the same slope shall be separated by a horizontal distance of at least ten (10) feet of natural or finished grade of no more than fifteen percent (15%) slope. Retaining walls must be shown on the site plan submitted to the Committee.

ARTICLE VIII

FIRE PREVENTION AND FIRE PROTECTION STANDARDS

8.1 Introduction. The following requirements and restrictions are designed to minimize the opportunity for a fire to start, and to maximize the ability to control and terminate a fire should one occur.

8.2 Exterior Materials. All exterior Dwelling surfaces and appurtenant improvements such as decks, railings, stairs and terraces shall be constructed, as much as possible, of non-combustible or fire retardant materials.

8.3 Underground Utilities. To minimize the possibility of a disruption to utility services under emergency conditions, all telephone, electrical, gas, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service improvements entirely within that Lot.

8.4 Firearms. The discharge of firearms on the Property is strictly prohibited.

8.5 No Fire Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a prudent person to unreasonably increase the risk of fire start up. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of illegal fireworks, and the setting of open fires (other than those which are properly supervised and contained).

8.6 Fuel Storage Tanks. No heating oil, propane, gasoline or other bulk fuel storage tanks may be installed, stored or placed in service on the Property. Approved, portable gasoline storage containers of five (5) gallons or less, used to fuel grounds maintenance equipment are exempt from this prohibition.

8.7 Defensible Space. Adjacent to each Dwelling, each Owner shall maintain the following zones of Defensible Space.

(a) Primary Zone. The Owner shall create and maintain a Primary Zone of Defensible Space extending for a distance of twenty-five (25) feet from the foundation of each Dwelling. All improvements within this Primary Zone, including but not limited to, decks, steps, fences and the like, should be constructed of non-combustible or fire retardant materials. From May 1 through October 31 of each year, all plant materials within the Primary Zone must be regularly irrigated. Within this Primary Zone, the Owner must regularly and selectively cut and remove dead, diseased or unhealthy trees, branches and other plant material. The accumulation or temporary storage of lawn or tree clippings or trimmings or accumulations of unconfined construction debris or waste anywhere within the Subdivision is strictly prohibited.

ARTICLE IX

COMBINATION OF LOTS

9.1 Right to Combine Lots. Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two (2) or more adjoining Lots within the Subdivision. In the event an Owner desires to combine more than two (2) Lots, the determination of new Limits of Disturbance Area will be based on the sizes of the two (2) largest Lots combined, and no additional Limits of Disturbance Area will result from the addition of a third of any subsequent Lot.

9.2 Driveways and Utilities. The driveway and utility corridor requirements of this Declaration are based on each Dwelling, not on each Lot, and no additional driveway, curb-cut, or utility width is permitted for a combined Lot.

9.3 Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the improvements for the combined Lot, if construction extends onto both lots.

9.4 Record Notice of Combination. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that the two (2) Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Summit County Recorder upon the commencement of construction.

ARTICLE X

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OWNERS' MAINTENANCE OBLIGATIONS

It is the obligation of each Owner to properly maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision.

10.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot of a good state of repair and in an attractive, safe and healthy condition.

10.2 Repair by Association. In the event that an Owner permits his Lot or improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or an unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner remedy the condition within ten (10) days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. The Owner's failure to take corrective action shall also result in an automatic levy upon the Lot by the Association in the amount of twenty-five dollars (\$25.00) for each day the violation persists after the ten (10) day remedy period. This levy may not be appealed or otherwise relieved in whole or in part. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. Unpaid amounts will bear interest at the lawful judgment rate under applicable state law.

10.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic, will be made without the advance consent of the Committee.

10.4 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the improvements as they existed prior to the damage or loss without review by the Committee, provided however, that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any

Lot for more than sixty (60) days without repairs commencing, and any damaged structure which does remain un-repaired after sixty (60) days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE XI

CONSTRUCTION COVENANTS

11.1 Introduction. In order to insure that the natural area outside of the Limits of Disturbance Area on each Lot is not damaged during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other improvements on a Lot. The Owner shall be bound by these regulations and violations committed by the Builder or its employees, sub-contractors or others shall be deemed a violation by the Owner for which the Owner is liable.

11.2 Pre-Construction Conference. Prior to the commencement of construction, the Owner and Builder shall meet with the Committee's representative to review these regulations and coordinate the construction activities within the Subdivision. The Owner or Builder must include a construction site plan with the submittal for approval of plans, showing the location of material storage areas, the portable toilet, any construction office or trailer, and the trash dumpster.

11.3 Marking Limits of Disturbance. Prior to the commencement of construction, the Owner shall mark the Limits of Disturbance Area of the Lot.

11.4 Occupational Safety and Health Act Compliance. The Builder shall comply with the standards and regulations of the United States Department of Labor under the Occupational Safety and Health Act.

11.5 Portable Office or Trailer. A Builder who desires to bring a portable office or trailer on a Lot shall place that portable office or trailer within the Limits of Disturbance Area. The portable office or trailer may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance of a Certificate of Occupancy, (ii) the termination, expiration, or cancellation of the Building Permit, or (iii) the suspension of construction activities for a period of

sixty (60) days.

11.6 Construction Debris Control. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash regularly and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind and regularly serviced. No concrete trucks may be cleaned out anywhere within the Subdivision.

11.7 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction.

11.8 Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working, and shall not use or park on any other Lot, open spaces or any other Property within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

11.9 Blasting. In the event that it is necessary to blast in conjunction with the construction of any Dwelling or improvement, the Owner must notify the Committee in advance. In addition, the Builder must comply with all ordinances and regulations of Coalville City, Questar Pipeline Company and Kearn River Pipeline Company applicable to blasting. Notice to the Committee shall be far enough in advance to allow reasonable review of the governmental permits. No blasting, impact digging, or pile driving causing seismic vibrations may be undertaken without the consent of the Committee.

11.10 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six (6) square feet in area identifying the Lot and the Builder. The sign must be removed upon completion or abandonment of construction.

11.11 Hours of Work. Daily working hours on the site shall be limited to the period beginning one half hour after sun rise and ending one half hour before sunset, unless working inside Dwelling without creating noise which is a nuisance to neighbors. The Builder is responsible for controlling noise emanating from the site.

11.12 Soil Conservation and Dust. At all times when the surface of the Lot is disturbed by construction activity, and re-vegetation has not been completed, the Builder shall practice reasonable dust, sedimentation and erosion control measures as described in the USDA Soil Conservation Service Guidelines.

11.13 Removal of Mud. The Builder is responsible for controlling mud and for promptly removing mud from the construction

site that is deposited on the roadways. If an Owner fails to promptly remove mud or debris deposited on the roadways, the Committee shall have the right to assess that Owner for the cost of street sweeping.

11.14 Construction Access. Construction access to the Dwelling is limited to the driveway and utility corridors designated on the approved site plan for the Dwelling. The natural areas shall not be used for ingress or egress, temporary utility lines, delivery of material, or otherwise disturbed during construction.

11.15 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment of similar materials or equipment may be delivered to the site prior to the issuance of the permit (s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially complete within a period of nine (9) months from commencement.

11.16 Repair of Damage. The Owner is responsible for the prompt repair of any damage to the Property caused by or incidental to Owner's construction.

11.17 Enforcement. In the event that an Owner permits his construction activity to violate any of the provisions of this Declaration, the Committee shall give written notice to the Owner describing the non-compliance and demanding that the condition be corrected within five (5) days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. The Owner's failure to take corrective action when required by the Committee may result in the Committee's levy upon the Lot in the amount of twenty-five dollars (\$25.00) for each day the violation persists after the five (5) day remedy period. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. Unpaid amounts will bear interest at the lawful judgment rate under applicable state law.

ARTICLE XII

GENERAL PROVISIONS

The covenants, conditions and restrictions contained in this Declaration may be enforced as follows:

12.1 Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

12.2 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety or other matters. These covenants are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in future or against other similar violations.

12.3 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

12.4 Limited Liability. Neither the Declarant, the Trustees, or the Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

12.5 Term of Covenants and Renewal. This Declaration shall expire fifty (50) years from the date it is first recorded with the Summit County Recorder, provided, however, that in the last year prior to expiration, the Owners of ninety percent (90%) of the Lots may, by written notice which is recorded with the Summit County Recorder, agree to extend the covenants for a period of an additional twenty (20) years. If at anytime after the

recordation of these Covenants, sixty percent (60%) of the Owners vote to revoke these Covenants, they shall be so revoked.

12.6 Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, the Owners of eighty percent (80%) of the Lots subject to this Declaration may amend the provisions of this Declaration, provided that if the Declarant owns or controls an interest in all or a portion of the additional land at the time of the proposed Amendment, the consent of the Declarant will be required. Any such consent shall be in the exclusive judgment of the Declarant. Any Amendment must be in writing and be properly recorded in the office of the Summit County Recorder. No Amendment will be binding upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the Amendment. This Declaration may not be repealed by Amendment. No Amendment shall have the effect of eliminating the Limits of Disturbance Area and limitations on site disturbance, increasing the number of Lots or Dwellings within the Subdivision, or creation of an easement, right of way, roadway or to allow any access to adjoining property, except as provided on the original plat of the Subdivision, beyond that approved by the City and this Declaration, or making less restrictive those provisions and regulating the uses of the open space within the Subdivision.

12.7 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions and Restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

12.8 Reservation of Easements. For the benefit and convenience of all of the Owners, each Lot is burdened by an easement fifteen (15) feet in width across the front of the Lot and five (5) feet at the back of the Lot, for the installation and maintenance of utility services within the Subdivision. The Owner grants the right to public utilities to enter upon each Lot for purposes of utility installation, meter reading, and maintenance, and the right to public agencies providing utility, emergency, and public safety services to enter on to the Lot as needed to perform their functions.

12.9 Notices. All notices under this Declaration are deemed effective forty-eight (48) hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

12.10 Liberal Interpretation. The provisions of this

Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

12.11 Rural Agricultural Protection. The Owners of property within the Subdivision recognize that agricultural lands and operations and rural business enterprises have unique operating characteristics. Each Lot Owner is hereby given notice and hereby acknowledges and accepts that there are active agricultural lands, farming operations and rural business enterprises adjacent to and in the close proximity of the Subdivision and that so long as such lands and operations exist, there may be dust, noise, odor, lights, prolonged work hours, use of roadways for the purposes of herding/moving animals, animal breeding including the raising of mink, and other attributes associated with normal agricultural/farming operations and rural businesses. In addition, the agricultural/farming operations and rural business enterprises could be expected to increase their operations in the future, which include expanded breeding operations. Also, Owners acknowledge that activities conducted on the Subdivision shall not interfere with agricultural operations of adjacent landowners.

12.12 Entry Sign Easement. An easement and right of way is hereby created on Lot 3 of the Subdivision in the approximate size of two thousand one hundred twenty-four (2,124) square feet, for the purposes of creating and maintaining an entry sign and vegetation on Lot 3. The easement and right of way shall be situated on the West corner of such lot and adjacent to Old Farm Lane. Such easement and right of way shall be maintained by the Association.

12.13 Drainage Systems. No Owner of any lot nor the Association shall discharge gases, oils, debris or any contaminant into the streets, gutters, drainage systems, including but not limited to the Coalville-Hoytsville Ditch that runs through the Subdivision. Any person or persons who, intentionally or unintentionally, allows secretion of such items/materials into the streets, gutters, drainage systems, Coalville-Hoytsville Ditch, etc. shall be responsible for any damages, injuries, and/or penalties resulting therefrom.

The Association shall be responsible for maintaining and cleaning the culvert that is installed in the Coalville-Hoytsville Ditch within the Subdivision.

Executed on the date stated above.

JCS Development, Inc.,


a Utah Corporation

By: *Sheldon A. Smith*
President

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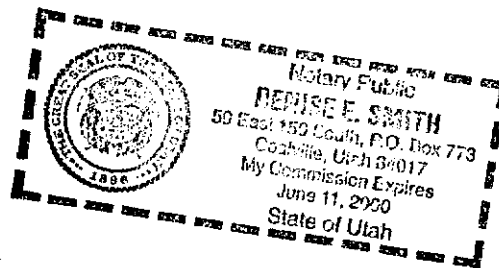
STATE OF UTAH)
): ss.
COUNTY OF SUMMIT)

On the 26th day of Sept., 1996, Sheldon A. Smith appeared before me and acknowledged that he is the President of JCS Development, Inc., a Utah Corporation, which is the Declarant in the above instrument, and that he executed the same on behalf of the corporation with proper authority.


NOTARY PUBLIC
Residing at: Coalville UT

My Commission Expires:

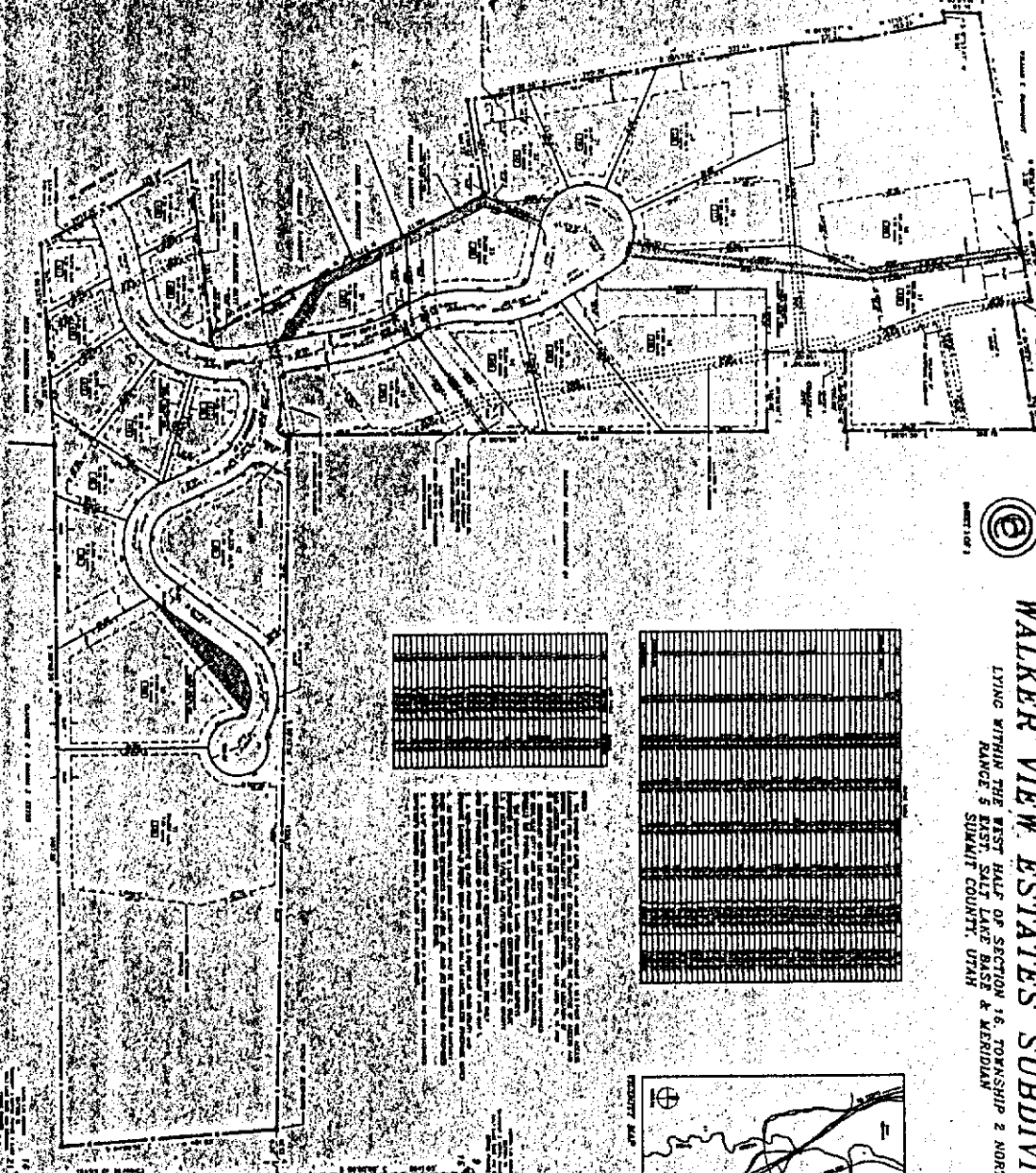
6-11-2000



00463765 Bk00996 Pg00032

EXHIBIT "A"

WALKER VIEW ESTATES SUBDIVISION
 LIVING WITHIN THE FIRST HALF OF SECTION 16, TOWNSHIP 2 NORTH,
 RANGE 3 SOUTH, COUNTY, UTAH



PREPARED BY:
 THE JACK JOHNSON COMPANY

FIRE DISTRICT:
 Approved and Accepted: _____
 City of _____

CITY PLANNING COMMISSION:
 Approved and Accepted by the _____
 City of _____

APPROVAL AND ACCEPTANCE:
 Approved in the _____
 County of _____

APPROVAL AS TO PUBLIC UTILITY:
 Approved _____
 City of _____

SCOUT COUNTY ENVIRONMENTAL HEALTH:
 Approved _____
 City of _____

UTAH POWER AND LIGHT:
 Approved _____
 City of _____

SCOUT COUNTY:
 Approved _____
 City of _____

NEW RIVER C&C TRAILERHOMES/TOWNSHIP:
 Approved _____
 City of _____

CITY PUBLIC WORKS DEPARTMENT:
 Approved _____
 City of _____

LEGEND:

NOTES:

DEED:

ADDITIONAL NOTES:

PROPERTY MAP:

SCALE:

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EXHIBIT "B"

AREAS FOR EACH LOT

<u>Lot #</u>	<u>Size</u>
1	.36 ac.
2	.47 ac.
3	.30 ac.
4	.36 ac.
5	.49 ac.
6	.51 ac.
7	.43 ac.
8	.49 ac.
9	.73 ac.
10	1.78 ac.
11	7.00 ac.
12	1.41 ac.
13	1.13 ac.
14	.74 ac.
15	.85 ac.
16	1.88 ac.
17	3.73 ac.
18	4.16 ac.
19	.99 ac.
20	1.52 ac.
21	.76 ac.
22	.64 ac.
23	.84 ac.
24	.79 ac.

Note: The acreage used in this Schedule is approximate; please refer to the Plat for actual Lot sizes.

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EXHIBIT "C"

APPROVED COLORS LIST

It is the intention of the Declarant that the Dwellings constructed within the Subdivision shall not visually dominate the natural landscape. To harmonize with the natural palette, Dwelling colors shall be soft and in earth tones, which shall be approved by the Committee.

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"EXHIBIT "D"

PERMITTED FENCING

Only the following types of fencing are permitted to be constructed, maintained, or allowed to stand within the Subdivision:

TYPE I - EXISTING FENCES. All fences on the Property existing as of the date of recording of this Declaration, are permitted.

TYPE II - POST AND RAIL WOOD FENCE.

General

Description and Use: This fence consists of wood posts and wood rails constructed in accordance with these specifications:

2. Materials

2.1 Fence Rail Logs: The fence rails shall be sound, peeled lodgepole pine or equivalent, free from rot, disease or insects. Fence rails shall be a minimum of 4 3/4 inches. The rails are to be fitted with no less than a 2 1/2 inches doweled end at least 3 inches long. The rails shall be treated with an environmentally-safe preservative.

2.2 Fence Posts: The fence posts shall be sound, peeled lodgepole pine or equivalent, free from rot, disease or insects. Minimum diameter at the small end shall be 7 inches. The posts shall be treated with an environmentally-safe preservative and the buried end shall be dip treated.

2.3 Gates, Braces, Misc: When used between Lots or to divide a Lot, gates, braces and other usual appurtenances shall be constructed of wood to match the appearance of the post and rail fence. All gate hardware shall be of weather resistant or protected metals.

2.4 Iron or Pipe: Welded iron and or pipe rails and posts

2.5 Vinyl fences.

2.6 Chain link.

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3. Execution.

3.1 General: Clearing, grubbing and grading are not allowed and disturbance of the ground cover shall be kept to a minimum. In general, the fence shall be erected on undisturbed natural ground and may deviate from the line as staked to negotiate trees and obstacles. Such deviations must be contained within the installing Owner's Lot unless a fence line agreement exists between the abutting Owners.

3.2 Construction: The fence shall be constructed to meet the dimensions, line and grade as shown on the approved landscaping or site plans.

3.3 Clean-up: when the fence has been installed, the general area shall be cleaned up to present a natural appearance. All debris and material not utilized shall be removed from the Subdivision.

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EXHIBIT "E"

ARTICLES OF INCORPORATION

FOR THE

WALKER VIEW ESTATES ASSOCIATION, INC.

We, the undersigned Incorporators, being natural persons over the age of 18 years, execute these Articles of Incorporation to form and establish a not-for-profit corporation under the provisions of the Utah Business Corporations Act, Section 16-6-1 et seq. of the Utah Code, and adopt the following Articles of Incorporation:

1. Name. The name of the corporation is Walker View Estates Homeowners Association, Inc. (the "Association").

2. Duration. The duration of the Association shall be perpetual, unless dissolved by the action of the Association or by operation of law.

3. Purposes. The purposes of the Association are to function as the homeowners association for the Walker View Estates Subdivision located in Coalville, Summit County, Utah and to enforce the Declaration of Covenants, Conditions, and Restrictions for the Lots within that Subdivision as set forth in the Declaration, and to provide the other services, and perform all of the other functions set forth in the Declaration as may become desirable or necessary for the benefit of the Owners. The Association shall have all power, rights, and privileges available to non-profit corporations under the laws of the State of Utah.

4. Membership. The Members of the Association shall be the Owners of Lots in the Walker View Estates Subdivision, Coalville, Summit County, Utah. Membership is deemed an appurtenance to the Lot, and shall pass automatically to the Owner of that Lot upon conveyance of title. The Association shall not have stock or issue shares.

5. Voting Rights. Each Member is entitled to cast one vote for each Lot he or she owns on all matters presented to the Members for approval. In the election of Trustees, Members may accumulate their votes.

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6. Registered Agent. The initial registered agent of the Association is:

Sheldon A. Smith, President
JCS Development, Inc.
50 East 150 South
P.O. Box 773
Coalville, Utah 84017

Acceptance of Appointment

I, Sheldon A. Smith, hereby accept the appointment as the registered agent for Walker View Estates Homeowners Association, Incorporated.

Sheldon A. Smith

7. Bylaws. The Board of Trustees will adopt bylaws consistent with these Articles at its first meeting. Therefore, bylaws may be adopted, amended, or repealed by the vote of the Members.

8. Principal Place of Business. The principal place of business of the Association, and its initial offices are located at: 50 East 150 South, P.O. Box 773, Coalville, Utah 84017. The Association may establish such other offices and locations as it deems appropriate for the operation of its business.

9. Board of Trustees. There will be three Trustees of the Association. The initial Board of Trustees, who will serve until the election of Officers and Trustees at the first annual Members meeting, are:

<u>Name</u>	<u>Address</u>
Sheldon A. Smith	P.O. Box 773 Coalville, Utah 84017
Craig Sargent	P.O. Box 602 Coalville, Utah 84017
Jeff Sargent	P.O. Box 25 Coalville, Utah 84017

The Trustees will elect one of them to act as Chairman until the first annual Members meeting in which the Board is formally elected.

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10. Officers. The initial Officers of the Association are:

President: Sheldon A. Smith
Secretary/Treasurer Craig Sargent

Officers serve at the pleasure of the Board of Trustees.

11. Annual Meeting. The annual meeting of Members will be held on the third Monday in April at the offices of the corporation at the hour of 6:00 p.m., or at such other time or place as may be stated in the notice of annual meeting.

12. Limitations on Liability. The Officers, Trustees and Members of the Association shall not be held personally liable for the debts and obligations of the Association.

13. Incorporators. The three Incorporators of the Association are:

<u>Name</u>	<u>Address</u>
Sheldon A. Smith	P.O. Box 773 Coalville, Utah 84017
Craig Sargent	P.O. Box 602 Coalville, Utah 84017
Jeff Sargent	P.O. Box 25 Coalville, Utah 84017

14. Amendment. These Articles of Incorporation may be amended from time to time as authorized by the shareholders and as permitted by law.

Wherefore the Incorporators have executed and verified these Articles this _____ day of _____, 1996.

Sheldon A. Smith

Craig Sargent

Jeff Sargent

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STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the _____ day of September, 1996, the foregoing instrument was acknowledged and verified before me by Sheldon A. Smith, Craig Sargent and Jeff Sargent, who personally appeared before me, and being by me duly sworn, declared under penalty of perjury that they are the Incorporators of Walker View Estates Homeowners Association, Inc., and that they signed the foregoing Articles of Incorporation of Walker View Estates Homeowners Association, Inc., and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this _____ day of September, 1996.

NOTARY PUBLIC
Residing at: _____

My Commission Expires: _____

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EXHIBIT "F"

BYLAWS OF THE WALKER VIEW ESTATES

HOMEOWNERS ASSOCIATION, INC.

A Non-Profit Corporation of the State of Utah

Pursuant to the provisions of the Utah Non-Profit Corporations Act, the Board of Trustees of the Walker View Estates Homeowners Association, Inc., hereby adopts the following bylaws.

ARTICLE I

Name and Principal Office

1.1 Name. The name of the corporation is "Walker View Estates Homeowners Association, Inc." and it is referred to below as the "Association".

1.2 Offices. The initial office of the Association will be at 50 East 150 South, P.O. Box 773, Coalville, Utah 84017.

ARTICLE II

Members and Meetings

2.1 Annual Meetings. The annual meeting of the Members of the Association shall be held on the third Monday in April at 6:00 p.m. at the offices of the Association, beginning in the year following the year in which the Association is incorporated. The Board of Trustees may designate some other time, date and place for the annual meeting by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is to elect the Officers and Trustees, and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting called for that purpose, or until the next annual meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.

2.2 Special Meetings. Special meetings of the Members may be called by the Board of Trustees or by the President as they see fit, or by the Members of the Association representing not less than 33% of the total votes of the Association. Any notice of special meeting shall state the time, place and date of the meeting and the matters to be considered at the meeting. When a special meeting is called by the Members of the Association, the notice shall be in writing and delivered to the President or the Chairman

of the Board.

2.3 Place of Meetings. All meetings will be held in Coalville, Utah, unless the Members have authorized a meeting to be held elsewhere by written waiver.

2.4 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 10 days prior to the meeting. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Secretary of the Association as the agent for the Member. Only one notice will be mailed on each Lot, so if there are multiple owners, they must designate one of them to receive the notice of the meeting on their behalf.

2.5 Members of Record. Upon purchasing a Lot in the Subdivision, each Owner shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the Lot. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than 60 days nor less than 10 days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members, as of the record date, or whose ownership is not registered with the Association until subsequent to the record date, shall not be entitled to notice, shall not be counted in comprising a quorum, and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires his or her Membership subsequent to the record date from voting the interest of his predecessor under a written proxy.

2.6 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast more than 50% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of re-scheduled meeting will be sent to the Members providing at least 10 days notice of the new meeting. At any re-scheduled meeting, a quorum will be deemed to exist, comprised of those Members present in person or by proxy at the re-convened meeting.

2.7 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person on or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the corporation. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the Membership. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.8 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each Member will be entitled to cast one vote for each Lot that he or she owns. Lots with multiple owners will be entitled to only one vote for that Lot, and in the event that the multiple owners of the Lot are not able to agree on how to cast the vote, no vote will be cast. If only one of the multiple owners is present at the meeting, the other owners are deemed to have consented to that owner voting the interests of that Lot. In the event of Lots held subject to trust deeds or mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have no right to vote; provided, however, that when a Lender has taken possession of any Lot, the Lender shall be deemed to have succeeded to the interest of the Trustor or Mortgagor, and shall then be entitled to cast the vote.

2.9 Simple Majority. Any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.

2.10 Waiver of Irregularities. Any inaccuracies, irregularities or errors in any call for a meeting or notice of meetings, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.1 Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if a majority of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

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ARTICLE III

BOARD OF TRUSTEES

3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, or by these bylaws, provided, however, that those powers which are specifically reserved to the Members' bylaws or by the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or to such others as are appropriately delegated.

3.2 Number and Tenure. There shall be five (5) members of the Board of Trustees. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Immediately after the election of the first Board of Trustees by the Members, the Trustees shall, by drawing lots, divide themselves into three (3) terms of two (2) years and two (2) terms of one year. Thereafter, at each annual meeting, only those Trustees whose terms have expired will stand for election. Trustees need not be residents of the State of Utah.

3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the ninety (90) days preceding the annual meeting of Members for the purpose of setting the agenda for the meeting. The Trustees meeting is for the purpose of approving annual reports, tax returns, and similar matters. Special meetings may be called by the President or the Chairman, or by a majority of the Board by giving notice to the other board members. Notice of Board meetings will be given in writing or by telephone not more than fifteen (15) days, and not less than five (5) days prior to the date of the meeting.

3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among board members. Actions of the Board may only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Association.

3.5 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and at the direction of the Chairman of the Board, either call for the election of a new board, or submit the matter to the Members for determination.

3.6 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending board meetings, may be reimbursed by the Association.

3.7 Resignation of Removal. Any Trustee may resign at any time. A Trustee is deemed to have resigned when he or she sells (or otherwise is divested of) his or her Lot and therefore ceases to be a Member of the Association. Any Trustees may be removed prior to the end of his or her term of office by an affirmative vote of sixty percent (60%) of the Members of the Association at a regular or special meeting called for that purpose.

3.8 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant term which he or she has filled, and will stand for election at the expiration of that term.

3.9 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by a majority of the Board, and further provided that all of the Trustees must have been given an opportunity to approve or reject the action. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

ARTICLE IV

OFFICERS AND DUTIES

4.1 Number. The officers of the Association shall consist of at least a President, and a Secretary/Treasurer. The Board may establish such other officers as it deems appropriate.

4.2 Appointment Tenure. The officers will be appointed by the Board of Trustees at their annual meeting, and all officers shall serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose. All officers must be Members of the Association.

4.3 Duties of the President. The President shall preside at meetings of the Board of Trustees and at meetings of Members. He shall sign, on behalf of the Association, all legal

documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day-to-day operation of the Association's affairs, including the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.

4.4 Duties of Vice President. The Vice President will perform the duties of the President if he or she is not available, and shall perform such other duties as designated by the Board.

4.5 Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the Association Members and the Trustees, and cause notice of any meetings to be issued as called for in these bylaws, to file annual reports, and to perform all other assignments of the Board.

4.6 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Association, will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the Officers.

ARTICLE V

INDEMNIFICATION

5.1 Indemnification Against Third Party Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually, which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any find, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.2 Indemnification Against Member Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the

exercises of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.3 Request for Indemnification. When any Officer, Trustee or employee of the Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Trustees, stating at the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an Officer or employee, or against a single Trustee, may vote to indemnify the officer, employee or Trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or it is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

5.4 Amendment. These bylaws may be amended by the Members of the Association from time to time as the Members see fit by a majority vote at a meeting called for the purpose.

Adopted this _____ day of September, 1996.

President

Attest:

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