

**AMENDED AND RESTATED  
DECLARATION OF MASTER COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF  
HARVEST HILLS MASTER  
PLANNED COMMUNITY**

**A Master Planned Unit Development  
in  
Saratoga Springs, Utah County, Utah**

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This AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HARVEST HILLS MASTER PLANNED COMMUNITY ("Master Declaration") is adopted by Harvest Hills Master Home Owners Master Association, Inc., ("Master Association") and is effective as of the date it is recorded in the office of the Utah County Recorder.

## RECITALS

- A. Harvest Hills is a large master planned development in Saratoga Springs, Utah County, Utah with approximately 1,400 homes.
- B. The *Master Declaration of Covenants, Conditions and Restrictions of Harvest Hills Master Planned Community a Master Planned Unit Development* was recorded in the Utah County Recorder's Office on November 9, 2000 as Entry No. 88977:2000 (the "Original Master Declaration").
- C. This Master Declaration affects the real property situated in Utah County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Master Declaration by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- D. This Master Declaration, which (along with and subject to any future amendments) shall be the sole master declaration for the Project and shall completely replace and supersede in all respects the Original Master Declaration and amendments thereto (whether recorded or not, properly adopted or not, or referenced in this Master Declaration or not), prior to the date of the recording of this Master Declaration.
- E. There are currently thirteen (13) Sub-Associations in Harvest Hills: Berry Patch, Chase, Daybreak, Goldenrod, Granary, Harvest Village, Herb Garden, Heritage, Melon Patch, Orchards, Rose Garden, Springs, and Vineyards at Harvest Hills. This Master Declaration shall be superior to any and all governing documents of the Sub-Associations in the Project.
- F. Pursuant to Section 12.4 of the Original Master Declaration, at least two-thirds (2/3) of the voting power of the Master Association have approved this Master Declaration. Pursuant to Section 11.7.5 of the Original Master Declaration and Utah Code Ann. §58-8a-104(1)(a)(i)C), at least sixty-seven percent (67%) of the Mortgagees (as defined by the Original Master Declaration) holding first mortgages on Lots within the Project have approved this Master Declaration. The signature hereinafter of the president of the Master Association certifies and attests that such approvals have been obtained.

NOW, THEREFORE, pursuant to the Recitals set forth above and incorporated herein and subject to the covenants set forth below, the Master Association hereby adopts this Master Declaration. This Master Declaration, together with the Plat, Bylaws, and Rules adopted by the Master Association, as may be amended, shall define and govern the rights of the Owners and the Master Association related to the Project.

## ARTICLE I. DEFINITIONS

1.1. **Act** shall mean the Utah Community Association Act, codified beginning at §57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. **Architectural Review Committee** shall mean a committee that may be created by the Board that has architectural control and review powers as further described in Article 10.

1.3. **Alternate Delegate** shall mean a natural person selected to act on behalf of a Delegate if the Delegate is absent and/or unable to act in his or her Delegate capacity.

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

1.5. **Assessments** shall mean any monetary charge imposed or levied by the Master Association against Owners as provided in the Master Declaration or other Governing Documents.

1.6. **Board** or **Board of Directors** shall mean and refer to the Board of Directors of the Master Association as duly elected in accordance with the terms and conditions of the Articles and Bylaws. The Board is the governing body of the Master Association.

1.7. **Board Member** shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Master Association.

1.8. **Bylaws** shall mean and refer to the Bylaws of the Master Association as the same may be amended from time to time.

1.9. **Common Areas** shall mean all areas of the Project, excluding Lots and Living Units. Common Areas may include without obligation or limitation, all Common Areas shown on the Plat, Master Association signs or monuments, private roads, open space, community garden and shed, common landscaped areas and sprinkler systems, sidewalks, fences, and other similar improvements, pavilion, tot lots, playgrounds, basketball court, bridge, RV storage lot, all utility and service lines and similar improvements intended to serve more than one Lot, and any real property or improvements within the Project that the Master Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion.

1.10. **Common Expenses** shall mean all sums lawfully assessed against Owners including expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Master Association, unless otherwise provided herein; expenses agreed upon as common expenses by the Master Association or its Board of Directors; expenses authorized by the Governing Documents or the Act as common expenses; and any other expenses necessary for the common benefit of the Owners.

1.11. **Delegate** shall mean a natural person selected to represent a Delegate District and to cast votes on behalf of all Owners within such Delegate District as provided in Section 3.4 of this Master Declaration.

1.12. **Delegate District** shall mean each Sub-Association from which a Delegate and Alternate Delegate is chosen to have one of them represent the collective voting power of the Owners as provided in Section 3.4 of this Master Declaration.

1.13. **Design Guidelines** shall mean the requirements governing the location, color, materials, and architectural design of Living Units, structures, landscaping, and improvements within the Project.

1.14. **Governing Documents** shall mean and refer to the Master Declaration, Plat, Articles, Bylaws, and any Rules adopted by the Board.

1.15. **Limited Use Driveway (LUD)** shall mean the common driveway on Limited Use Driveway Lots.

1.16. **Limited Use Driveway (LUD) Lot** shall mean one of a group of Lots, two or more of which do not have frontage on an approved road, and which have common driveways and other improvements that are to be maintained by the Master Association and/or by a Sub-Association.

1.17. **Limited Use Property** shall mean any property (including improvements thereon) for the common use and benefit of some but not all Members under an arrangement between the Master Association and more than one Sub-Association or any other group of Members, other than a single Sub-Association, for Common Areas and facilities or amenities to be owner and/or manager by the Master Association for the benefit and use of less than all Members of the Master Association. Limited Use Driveways shall be considered Limited Use Property.

1.18. **Living Unit** shall mean a structure which is designed and intended for use and occupancy as a residence, together with all improvements located on a Lot which are used in connection with such residential structure.

1.19. **Lot** shall mean any residential lot, Limited Use Driveway Lot, condominium unit or other residential unit, or commercial unit, whether attached or unattached, or parcel of land, other than common areas, shown on the recorded subdivision plat of plat of condominium for any Phase of Development in the Project.

1.20. **Manager** shall mean a person, persons, or entity selected by the Board to manage the affairs of the Master Association and Project.

1.21. **Master Association** shall mean and refer to Harvest Hills Master Home Owners Association, Inc., a Utah non-profit corporation. Failure of the Master Association to maintain its corporate status will not result in the dissolution of the Master Association. The Master Association Board may renew or reinstate its corporate status without Owner approval.

1.22. **Master Declaration** shall mean and refer to this *Amended and Restated Declaration of Master Covenants, Conditions, and Restrictions for Harvest Hills Master Planned Community*, as may be amended from time to time.

1.23. **Member** shall mean and refer to a Lot Owner.

1.24. **Mortgage** shall mean and refer to a mortgage, deed of trust, or trust deed, or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.25. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.26. **Occupant** shall mean any Person, living, dwelling, visiting, or staying in a Living Unit. This includes, but is not limited to, all lessees, tenants, guests, and the family members, agents, and representatives living, dwelling, visiting, or staying in a Living Unit. Occupants

shall be bound by the Restrictions in this Master Declaration and shall be jointly and severally liable with the Owner for any fines that are assessed for violations of the Governing Documents by the Occupant.

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

1.28. **Person** shall mean a natural individual, corporation, business entity, estate, partnership, trustee, Master Association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.29. **Phase Declaration** shall mean the declaration of covenants, conditions, and restrictions for each Phase of Development on the Project and all amendments thereto and all supplementary declarations used to annex additional property to such Phase of Development.

1.30. **Phase of Development** shall mean each subdivision, condominium project, planned unit development project, or other development and any combinations of additional to the same, located on the Project that is covered or governed by a separate Phase Declaration and has a separate Sub-Association.

1.31. **Plat** shall mean all of the official subdivision and condominium plats of the Project, and any amendments thereto, filed and recorded in the official records of the Utah County Recorder's Office.

1.32. **Project** shall mean Harvest Hills, a Master Planned Unit Development and shall include the real property described in Exhibit A, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.33. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Master Declaration.

1.34. **Rules** shall mean the rules, resolutions, regulations, policies, architectural guidelines, etc. adopted by the Board.

1.35. **Single Family** shall mean: (a) one person living by himself or herself in a single Living Unit; (b) two or more persons living together in a single Living Unit who are related by blood within three degrees of consanguinity (meaning parent, child, grandparent, grandchild, brother, sister, great grandparent, great grandchild, uncle, aunt, nephew or niece), marriage, adoption, or legal guardianship; or (c) up to three unrelated individuals living together in a single Living Unit.

1.36. **Sub-Association** shall mean the owners association formed for each Phase of Development to have the responsibility for and to fulfill the purposes set out in the Phase Declaration for the Phase of Development and the successors and assigns of each such association.

## ARTICLE II. PROJECT DESCRIPTION

2.1. **Submission.** The Project and all real property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Project and all of the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions

shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Master Association and each Owner, including their respective heirs, successors, and assigns.

2.2. **Name.** The Project, as submitted to the provisions of this Master Declaration, shall be known as Harvest Hills. The Project is not a cooperative.

2.3. **Superior to Sub-Associations.** This Master Declaration shall be superior to any and all governing documents of the thirteen (13) Sub-Associations in the Project, and any additional Sub-Associations that may be hereafter created.

2.4. **Description of Improvements.** The major improvements contained in the Project are over 1,400 homes, including detached homes, townhomes, and condominiums. The Project also contains private roads, public roads, parks, pavilion, tot lots, playgrounds, basketball court, bridge, community garden and shed, an entry monument, and other improvements.

2.5. **Registered Agent.** The Registered Agent of the Master Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.

### ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership.** Every Owner shall be a Member of the Master Association. Membership in the Master Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Master Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his Lot, the Master Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.2. **Owner Votes.** Owners shall be entitled to one (1) vote per Lot owned. The vote of each Owner shall be exercised through Delegates as provided in Section 3.4.

3.3. **Record of Ownership.** Every Owner shall promptly notify the Master Association of any change in ownership of a Lot by providing the conveyance information to the Secretary of the Master Association who shall maintain a record of ownership of the Lots. Any cost incurred by the Master Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Master Association as an Individual Assessment.

3.4. **Delegate Voting System.** All Owner votes shall be cast by Delegates of Delegate Districts as provided herein.

1) **Delegate Districts.** Each Sub-Association shall constitute a Delegate District for exercising the voting rights of the Owners in the Master Association. The Delegate or Alternate Delegate of the Sub-Association shall exercise the voting power of all the Owners in such Sub-Association. Each Sub-Association shall designate an officer or director of the Sub-Association to act as the Delegate to exercise the voting power of the Owners in the Sub-Association and an officer or director of the Sub-Association to act as the Alternate Delegate to

exercise the voting power of the Owners of the Sub-Association in the absence of the Delegate.

2) **Delegate Voting.** Each Delegate shall cast one (1) vote for each Owner in the Delegate's District. At each meeting of the Delegates, each Delegate shall cast the votes that he or she represents in such manner as such Delegate may, in his or her sole and reasonable discretion, deem appropriate, acting on behalf of all Owners in the Delegate's Delegate District; provided, however, that a Sub-Association shall have the authority to call special meetings of the Sub-Association in the manner provided in the Sub-Association bylaws or other applicable documents for the purpose of obtaining instructions as to the manner in which its Delegate is to vote on any issue to be voted on by the Delegates. In the absence of such a bylaw provision, a meeting may be called by the Delegate for the purpose of deciding how the Delegate shall vote and the vote of a majority of the Owners in the Sub-Association represented at that meeting shall control the Delegate's vote on that issue. It shall be conclusively presumed for all purposes of the Master Association business that any Delegate casting votes on behalf of the Owners in such Delegate's District will have acted with the authority and consent of all such Owners. All agreements and determinations lawfully made by the Master Association in accordance with the voting procedures established herein and in the Bylaws shall be deemed to be binding on all Owners and their successors and assigns.

## **ARTICLE IV. DUTIES AND POWERS OF THE MASTER ASSOCIATION**

4.1. **Organization of Master Association.** The Master Association, through the Board of Directors, shall serve as the governing body for all Owners. The Master Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and Common Expenses, and other matters as provided in the Act, this Master Declaration, and the Bylaws. The Master Association shall have all rights and powers granted to it under the Act and in this Master Declaration, the Articles, and the Bylaws. The Master Association shall not be deemed to be conducting a business of any kind, and all funds received by the Master Association shall be held and applied by it for the Owners in accordance with this Master Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Master Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Master Association, or the Board.

4.2. **Legal Organization.** The Master Association is incorporated as a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board, in its sole discretion, may renew and/or reincorporate the Master Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Master Declaration.

4.3. **General Powers and Obligations.** The Master Association shall have, exercise, and perform the following powers, duties, and obligations:

- 1) The powers, duties, and obligations granted to the Master Association by this Master Declaration, its Bylaws, and the Articles;
- 2) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;



- 3) The powers, duties, and obligations of a homeowner's Master Association pursuant to the Utah Community Master Association Act, or any successor thereto;
- 4) The powers, duties, and obligations not reserved specifically to Lot Owners; and
- 5) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Master Association pursuant to this Master Declaration or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Master Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Master Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Master Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

4.4. **Specific Powers and Duties.** The powers and duties of the Master Association shall include, without limitation, the following:

- 1) **Maintenance and Services.** The Master Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Master Declaration.
- 2) **Insurance.** The Master Association shall obtain and maintain in force policies of insurance as provided in this Master Declaration, the Act, or the Bylaws of the Master Association. The Master Association shall have no obligation to obtain or maintain any insurance covering the personal property and personal liability of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal property and personal liability insurance.
- 3) **Rulemaking.** The Master Association, through its Board, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Project as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project.
- 4) **Assessments.** The Master Association shall adopt budgets and impose and collect Assessments as provided in Article VI of this Master Declaration.
- 5) **Enforcement.** The Master Association shall perform such acts, whether or not expressly authorized by this Master Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Master Association. Owners, Occupants, guests, and family members shall be jointly and severally liable for any fines incurred for violations of the Governing Documents.
- 6) **Title to Common Areas.** The Master Association shall hold title to all Common Areas conveyed to it by its developer and pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Owners, provided that the Master Association shall have the right to contest or compromise any such taxes or assessments.
- 7) **Employment of Agents, Advisers, and Contractors.** The Master Association may employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community Master Association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers,

reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project.

8) **Litigation.** The Board may instigate litigation to enforce the provisions of this Master Declaration or any other Common Law or statutory right which the Master Association is granted.

9) **Shared Use of Common Areas.** An easement for recreational use of the Master Association's Common Areas shall be granted by the Master Association as a benefit and right appurtenant to Lot Owners and their successors, heirs, assigns, lessees, and tenants subject to provisions of this Master Declaration or other Governing Documents.

10) **Loans.** The Board may obtain lender financing if it is in the interests of the Master Association to do so.

11) **Financial Records.** The Master Association shall maintain corporate and financial records as required by the Act and the Bylaws.

12) **Joint Use/Maintenance Agreements.** The Master Association may enter joint use and maintenance agreements for usage of the Master Association's Common Areas and parks.

13) **Leasing/Sale of Common Areas.** The Master Association may enter into leases for portions of the Common Area as may be beneficial to the Master Association and the Owners. The Master Association may sell Common Area, provided the affirmative vote of at least fifty-one percent (51%) of the Owners, through Delegate voting, is obtained.

14) **Construction of Amenities.** The Master Association shall have no affirmative obligation to construct additional amenities or structures on the Common Areas, whether or not such additional amenities or structures are depicted on the Plat. However, the Master Association may construct additional amenities or structures if it is in the interest of the Master Association to do so, pursuant to the provisions of this Master Declaration or other Governing Documents.

15) **Sub-Associations.** The Master Association may enter into contracts, agreements, or arrangements with Sub-Associations regarding Limited Use Property or any other matter.

4.5. **Liability.** A Board Member, Delegate, Alternate Delegate, officer of the Master Association, or committee member of the Master Association shall not be liable to the Master Association or any Member for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for willful or intentional misconduct. If a Board Member, Delegate, Alternate Delegate, officer of the Master Association, or committee member of the Master Association is made a party to any proceeding because the individual is or was a Board Member, Delegate, Alternate Delegate, officer of the Master Association, or committee member of the Master Association, the Master Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board Member, Delegate, Alternate Delegate, officer of the Master Association, or committee member of the Master Association is found by a court of law to have acted with willful or intentional misconduct in carrying out his/her duties.

4.6. **Board of Directors.** The governing body of the Master Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Owners, which

vote shall take place through Delegate voting, the Board shall act in all instances on behalf of the Master Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws. The Board may appoint one or more committees, and such committees (which may consist of two or more members, as determined by the Board) shall have such authority and duties as may be determined from time to time by the Board relating to the budgeting, operation, financial management and administration of the Project. While any committee established by the Board shall report to the Board regularly regarding its activities, the Board may by express directive relinquish and transfer all authority and responsibility with respect to such prior delegated duties.

4.7. **Management.** The Project shall be managed by a professional Manager selected by the Board to assist in the management and operation of the Project. The Board may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause.

4.8. **Registration with the State.** In compliance with Utah Code §57-8a-105, the Master Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.

## ARTICLE V. PROPERTY RIGHTS IN COMMON AREAS

5.1. **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Member's Lot. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner.

5.2. **Title to Common Areas.** The Master Association shall hold the title to the various Common Areas within the Project.

5.3. **Limitation on Easement.** A Member's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:

- 1) The right of the Master Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
- 2) The right of Utah County and any other governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any road, parking area, walkway, or open area contained within the Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;
- 3) The right of the Master Association to suspend the right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid;
- 4) The right of the Master Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the

Master Association. Any such dedication or transfer must, however, be assented to by at least fifty-one percent (51%) of the Owners, through Delegate voting.

5.4. **Delegation of Use**. Any Owner may delegate his right of use and enjoyment to the Common Areas to Occupants or contract purchasers who reside in the Project. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner.

5.5. **Master Association Easement**. The Master Association, its Board, the Manager, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and access Lots as needed to perform their duties as assigned by the Governing Documents.

5.6. **Easement for Utility Services**. Easements for installations and maintenance of drainage facilities and public utilities are generally reserved over all Common Areas and Limited Use Property, along the front of all Lots, along the rear of all Lots, and along the sides of Lots as shown on the Plat. Easements for drainage only shall exist alongside and below the city sewer system within the Project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities; however, the Board may approve a structure such as a fence or wall or landscaping where constructed at the Owner's risk of having it dismantled, taken out, or destroyed, and the original conditions restored where necessary because of the need for drainage or public utility servicing, installation, alteration, or repairs by a utility company or as required by public authority. All underground land drains must be maintained by the Master Association.

5.7. **Easements for Limited Use Driveways**. An easement shall exist for an Owner with a Limited Use Driveway and his or her Occupants to drive on the portion of the driveway which extends onto the Lot of the another Owner who shares the driveway.

5.8. **Easements for Encroachments**. If any portion of a Common Area structure or improvement encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot or the Common Area as a result of the manner in which the improvements were initially approved and constructed or due to settling, shifting, alteration, replacement, repair, or restoration by the Master Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

5.9. **Compliance with Restrictions and Rules**. Each Owner and Occupant shall comply with the Restrictions imposed by this Master Declaration. Further, each Owner, Occupant and guest shall fully and faithfully comply with the Master Association's Rules and Restrictions.

5.10. **Limited Use Property**. The Master Association may own and/or manage Limited Use Property for the common use and benefit of some but not all Members. All of the costs associated with the ownership, operation, maintenance, repair, replacement and insurance of Limited Use Property shall be assessed against the Owners of Lots benefitted or served by such Limited Use Property.

## ARTICLE VI. BUDGET AND ASSESSMENTS

6.1. **Annual Budget**. The Board shall prepare and adopt an annual budget for the Master Association. The annual budget shall provide, without limitation, for the maintenance of

the Common Areas and for the administration, management, and operation of the Master Association. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to Owners within thirty (30) days after adoption.

6.2. **Covenant to Pay Assessments**. Each Owner of a Lot, by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Master Association to pay to the Master Association all Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.

6.3. **Purpose of Assessments**. Assessments levied by the Master Association shall be used for the purpose of promoting the health, safety, and welfare of residents of the Project, including but not limited to the appearance and aesthetics of the Project. The use made by the Master Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Master Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

6.4. **Annual Assessments**. Annual Assessments shall be made on a calendar year basis based on the budget. Each Annual Assessment shall be due and payable in monthly installments on the first day of each month, unless a different payment arrangement is made by the Board. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Master Association shall give each Owner notice of the amount. If the budget is not approved before the beginning of the calendar year for which the budget is to take effect, the Board may adjust the due dates and amounts of the Annual Assessments to allow for retroactive collection of any increases in the Annual Assessments.

6.5. **Special Assessments**. The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any reconstruction or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in this Master Declaration. Special Assessments over five-hundred dollars per Lot (\$500) in a calendar year must be approved and assented to by at least sixty-seven percent (67%) of the Owners, through Delegate voting. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.

6.6 **Limited Use Assessments**. The Board may levy Limited Use Assessments for any Lot subject to assessments for Limited Use Property as provided in Section 5.10, which Limited Use Assessments shall be assessed equally to all Lots subject to Limited Use Assessments and shall be fixed, established, and collected as agreed between the Master Association and the Sub-Associations or other group of Members entering into the arrangement for such Limited Use Property.

6.7 **Limited Use Driveway (LUD) Lot Assessments.** Limited Use Driveway Lot Assessments shall be levied against all LUD Lots. LUD Lot Assessments shall cover maintenance and snow removal for the Limited Use Driveways. LUD Lot Assessments shall be fixed, established, and collected by the Master Association or as otherwise may be agreed between the Master Association and the Sub-Associations that cover the respective LUD Lots.

6.8. **Individual Assessments.** The Board may levy Individual Assessments against a Lot and its Owner for: (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or his/her Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Lot and its Owner into compliance with the Governing Documents; (d) nonpayment of a "Reinvestment Fee"; (e) costs of providing services to the Lot upon request of the Owner; and (f) attorney fees, court or collection costs, fines, and other charges relating thereto as provided in this Master Declaration. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged. The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Master Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Lot Owner's or his/her Occupants' negligence.

6.9. **Allocation of Assessments.** Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots. Limited Use Assessments and Limited Use Driveway Lot Assessments shall be fixed at a uniform rate for all Lots subject to such assessments. Individual Assessments, as outlined in Section 6.8, shall be allocated separately to each Lot based on the costs incurred by the Master Association.

6.10. **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Master Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

6.11. **No Offsets.** All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Master Association owes the Owner money, or that the Master Association is not properly exercising its duties and powers as provided in this Master Declaration.

6.12. **Certificate Regarding Payment.** Upon the request of an Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Master Association shall issue a

certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Master Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee as determined in the discretion of the Board and as allowed by the Act.

6.13. **Personal Obligation and Lien.** All Assessments, together with any interest, late fees, collection costs, and attorney fees if collection efforts become necessary shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorney fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

6.14. **Billing and Collection Procedures.** The Board shall have the right to adopt Rules setting forth procedures for billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Master Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Master Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Master Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Owner if the Owner is not a resident at the Project.

6.15. **Due Date and Delinquency.** Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established for the payment of Assessments. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever an Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

6.16. **Collection Charge.** If the Master Association does not otherwise adopt or establish billing and collection procedures in the Rules, the following shall apply. Delinquent accounts may be charged a twenty-five dollar (\$25) late fee each month until the Owner's account (including all collection charges, costs, and attorney fees) is paid in full. Interest may also accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, and late fees shall constitute part of the Assessment lien provided above until paid.

6.17. **Collection Action at Law.** The Master Association may exercise any or all of the following remedies to collect delinquent Assessments:

- 1) The Master Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Master Declaration or the Bylaws against the Owner of the Lot from the date on which the

Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Master Declaration. If at any time, any Assessment or installment thereof is delinquent, the Master Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Utah County, Utah against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to an Owner by the Master Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Master Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Master Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Master Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Master Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

2) The Master Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Master Declaration against the Lot Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

3) If a delinquent Owner is leasing his Lot, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

4) The Master Association may terminate utilities paid out of the Common Expense, and the right to use the Common Areas.

5) The Master Association shall have any other remedy available to it whether provided in the Governing Documents, the Act, or other law or in equity.

6) Payments shall be credited first to collection costs (including attorney fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

6.18. **Power of Sale.** The Master Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §57-1-20 and §57-8a-302, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the Master Association's attorney of record, as trustee, for the benefit of the Master Association, for the purpose of securing payment of Assessments under the terms of this Master Declaration. The Master Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

6.19. **Reserve Account.** The Board shall establish a reserve account to fund long-term maintenance and replacement of Common Areas. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a Reserve Account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law.



6.20. **Reimbursement of Tax Collection by County Authorized.** It is recognized that under the Master Declaration that the Master Association will own the Common Areas, which may obligate it to pay property taxes or other fees to Utah County. Each Owner shall be required to reimburse the Master Association for its pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Master Declaration, Utah County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

6.21. **Reinvestment Fee.** The Board, by resolution, shall have the right to establish from time to time (but shall not be required to establish) a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

1) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Utah County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Master Association a Reinvestment Fee in an amount established by the Board, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.

2) The Master Association shall not levy or collect a Reinvestment Fee for any of the Transfer exempted by Utah Code § 57-1-46.

3) The Reinvestment Fee shall be due and payable by the Transferee to the Master Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

6.22. **Account Payoff Information.** The Master Association may charge a reasonable fee, as determined in the discretion of the Board and as allowed by the Act, for providing account payoff information in connection with the closing of an Owner's financing, refinancing, or sale of a Lot.

6.23. **Master Association Responsibility after Foreclosure.** If the Master Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner, including but not limited to obligations to pay Assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Master Declaration, Lenders cannot make any claim against the Master Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Master Association takes title to a Lot related to a failure to pay Assessments.

6.24. **Homestead Waiver.** Pursuant to Utah Code §57-8a-301, and to the extent any liens are created pursuant to this Master Declaration, whether such liens are now in existence or are created at any time in the future, each Owner waives the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

## ARTICLE VII. MAINTENANCE

7.1. **Master Association Maintenance.** The Master Association shall maintain, repair, and replace the Common Areas together with all improvements thereon and all easements appurtenant to the Common Area. Specifically, the Master Association shall

maintain, repair, and replace, but without limitation, the following: (i) common landscaped areas, playgrounds, tot lots, basketball court, pavilion, bridge, RV storage lot, community garden and shed, and entry monument; (ii) private utility lines owned or controlled by the Master Association that serve more than one Owner, if any, (iii) Limited Use Property, including Limited Use Driveways, (iv) private roads in the Project, (v) fences and other common improvements installed for the benefit of all Owners, and (vi) personal property owned by the Master Association.

The maintenance allocations provided in this Article shall clarify, expand upon, and supersede any maintenance provisions contained in the Plat or other Governing Documents. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas and Limited Use Property. The Master Association shall have no obligation to perform any interior building maintenance and/or repair of any part of a Living Unit not expressly set forth in this Section without the Master Association's express agreement for such maintenance.

7.2. **Owner Maintenance.** Each Owner shall have the obligation to provide exterior and interior maintenance, repair, and replacement of his or her Lot and Living Unit, including landscaping. For Limited Use Driveway (LUD) Lots, each LUD Lot Owner shall maintain, repair, and replace the sprinkler systems on the LUD Lot. Each Owner shall paint, repair, and otherwise maintain the interior of his or her Living Unit and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating and air conditioning systems.

7.3. **Owner Maintenance Neglect.** If an Owner fails to meet his or her maintenance obligations contained herein, the Master Association may enter upon any Lot for the purpose of maintaining and repairing such Lot or any exterior improvement thereon. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Master Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Master Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot.

7.4. **Maintenance Caused by Owner Negligence.** If the need for maintenance or repair of Common Areas or Limited Use Property, including Limited Use Driveways, is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Master Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment to which such Lot is subject.

## **ARTICLE VIII. INSURANCE**

8.1. **Insurance.** The Board shall obtain insurance as required in this Master Declaration, the Act, or other applicable laws. The Master Association may obtain insurance that provides more or additional coverage than the insurance required in this Master Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

8.2. **Property Insurance.** The Master Association shall maintain a blanket policy of property insurance covering the Common Areas, and all buildings, fixtures, and equipment thereon that are the obligation of the Master Association to maintain. The Master Association may maintain broader coverage if afforded by the insurance contract.

- 1) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in Common Areas or otherwise permanently part of or affixed to Common Areas.
- 2) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- 3) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
- 4) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.
- 5) The Master Association shall keep an amount equal to the Master Association's property insurance policy deductible or \$10,000, whichever is less, in an operations savings account. This requirement shall not apply to any earthquake or flood insurance deductible.
- 6) If a loss occurs that is covered by a property insurance policy in the name of the Master Association and another property insurance policy in the name of an Owner, then the Master Association's policy provides primary coverage and the Owner is responsible for the Master Association's policy deductible.
- 7) If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Master Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Master Association's policy deductible; (b) an Owner who does not have a policy to cover the Master Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Master Association need not tender the claim to the Master Association's insurer.
- 8) The Master Association shall provide notice to each Owner of the Owner's obligation for the Association's policy deductible and of any change in the amount of the deductible.

- 9) The Master Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

8.3. **Comprehensive General Liability (CGL) Insurance.** The Master Association shall obtain CGL insurance insuring the Master Association, the agents and employees of the Master Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Master Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Master Association or another Owner.

8.4. **Director's and Officer's Insurance.** The Master Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Master Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

8.5. **Theft and Embezzlement Insurance.** The Master Association shall obtain insurance covering the theft or embezzlement of funds by Board Members, officers, employees, Manager, and contractors of the Master Association.

8.6. **Worker's Compensation Insurance.** The Board of Directors shall purchase and maintain in effect workers' compensation insurance for all employees of the Master Association to the extent that such insurance is required by law and as the Board deems appropriate.

8.7. **Certificates.** Any insurer that has issued an insurance policy to the Master Association shall issue a certificate of insurance to the Master Association, and upon written request, to any Owner or Mortgagee.

8.8. **Named Insured.** The named insured under any policy of insurance shall be the Master Association. Each Owner shall be insured under the Master Association's property and CGL insurance policies as required by law.

8.9. **Right to Negotiate Claims & Losses & Receive Proceeds.** Insurance proceeds for a loss under the Master Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Master Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Master Association shall hold any insurance proceeds in trust for the Master Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Master Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Master

Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Living Units. Each Owner hereby appoints the Master Association, or any Insurance Trustee, as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

8.10. **Insurance Trustee**. In the discretion of the Board, the Board may hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Master Association shall enter an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require.

8.11. **Owner Act Cannot Void Coverage Under Any Policy**. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Master Association and under direct authorization of the Master Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

8.12. **Waiver of Subrogation against Owners and Master Association**. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Master Association and the Owners and their respective agents and employees.

8.13. **Applicable Law**. This Master Declaration is specifically subjecting the Master Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community Master Associations shall apply to this Master Association.

## ARTICLE IX. USE RESTRICTIONS

9.1. **Use of Common Areas**. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

9.2. **Single Family**. Each Living Unit shall be used only as a Single-Family dwelling. No Lot or Living Unit shall be partitioned, divided, subdivided, or separated into two or more Lots or Living Units or be used as two or more Lots or Living Units.

9.3. **Business Use**. Any gainful occupation, business, trade, or other nonresidential use conducted on any Lot or Living Unit requires prior written consent of the Board unless all the following criteria are clearly met: (1) only normal residential activities would be observable outside of the Living Unit; (2) the business activity does not involve persons coming on to the Project who do not reside in the Project in an amount or manner that would create a nuisance in the Project; (3) the business activity does not involve the solicitation of Occupants or Owners that would create a nuisance in the Project; and (4) the activities would not be in violation of applicable local ordinances.

9.4. Leases.

1) Restrictions.

a) Each Living Unit shall be occupied by at least one Owner of the Living Unit as his or her primary residence for the first twelve (12) months the Owner owns the Lot. After the twelve (12) months, an Owner may lease his or her Living Unit as outlined herein. The twelve (12) month waiting period shall not apply to Owners who own Lots as of the date this Declaration is recorded, but shall apply to all Owners who purchase a Lot after the date this Declaration is recorded.

b) No Owner may lease individual rooms to separate persons; the entire Living Unit must be leased. Living Units shall be only leased as Single-Family dwellings.

c) No Owner shall be permitted to lease his or her Living Unit for transient, hotel, or seasonal purposes. All leases shall be for an initial term of no less than twelve (12) months. Daily, weekly, or other short-term rentals, including Airbnb or other similar leasing practices, are prohibited.

d) No Living Unit shall be leased until (1) the Master Association has received a copy of the lease agreement, along with the name and contact information for all adult tenants/Occupants, vehicle information of the tenants/Occupants, and any other information deemed necessary by the Board, and (2) the Owner has provided verification to the Master Association that the tenants/Occupants have obtained rental insurance and have been provided with copies of the Governing Documents.

2) Joint and Several Liability of Owner and Tenants/Occupants. The Owner shall be responsible for his or her tenant's/Occupant's compliance with the Declaration, Bylaws and Association rules and the Owner and the tenant/Occupant shall be jointly and severally liable for any fines or other enforcement actions taken for violations thereof.

3) Remedies for Violation. If an Owner or tenant/Occupant fails to comply with this Section or any Rules adopted under this Section, the Board may:

(a) Assess fines against the Owner and Owner's Lot pursuant to a schedule of fines adopted by the Board.

(b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the tenant/Occupant.

(c) Prohibit a tenant/Occupant from using any Common Area amenities.

(d) After reasonable notice, initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the tenant/Occupant. The Master Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Master Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.

4) Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and rules and regulations with respect to a tenant/Occupant, and for any costs incurred by the Master Association in connection with any action under this

Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual Assessments against the Owner and Lot which may be collected and foreclosed on by the Master Association.

9.5. **Offensive or Unlawful Activities**. No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots or the Common Areas. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Master Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

9.6. **Recreational, Commercial, and Motorized Vehicles**. No boats, trailers, campers, recreational vehicles, trucks exceeding the 1-ton class, or vending or commercial vehicles shall be parked or stored long term in or upon the Project unless in a closed garage or screened from the front view of the Living Unit except during a reasonable time before and after a trip to load and unload the recreational vehicle. Failure to comply with the provisions herein shall constitute a nuisance.

9.7. **Pets and Animals**. Only domestic pets, bees, and chickens as allowed by Saratoga Springs City Code shall be allowed in the Project. Pets shall not be chained in a Common Area. Owners of pets shall be responsible to clean up pet messes. All Owners shall adhere to any and all applicable county, city, or other ordinances in respect to animals and it is recommended that all Owners familiarize themselves with all restrictions. An Owner shall not allow his or her pet to become a nuisance, menace, annoyance, or potential endangerment to others.

9.8. **Nuisances**. No resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs, or interferes with other Owners and Occupants and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes, but is not limited to, the following:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;
- 2) The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The accumulation of rubbish, unsightly debris, garbage, equipment, unregistered or abandoned vehicles, or other things or materials that constitute an eyesore as reasonably determined by the Board;
- 4) The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

5) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

6) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Master Association by other residents, their guests or invitees;

7) Use of illegal fireworks of any kind; or

8) Other sights, sounds, smells, activities, or behaviors deemed a nuisance by the Board.

9.9. **Signs.** The Master Association may regulate and restrict signs in the Project to the extent permitted by law. Unless otherwise designated in the Rules, lawn signs are prohibited, except "For Sale" or "For Rent" signs that may be placed in the front yard of a Lot, or as directed by the Board. Political signs are allowed during election season. All other signs may only be erected or maintained in the Project, whether in a window or otherwise, with the prior approval of the Board. For Sale, For Rent, or political signs may not exceed a surface area of six (6) square feet.

9.10. **Garbage and Refuse Disposal.** All rubbish, trash, and garbage shall be regularly removed from the Property or Lots and shall not be allowed to accumulate thereon. All garbage, trash, or other waste shall be kept in sanitary receptacles, including recycle containers, near the Living Unit or behind a fence, except on the day before until the day after trash collection days. No equipment or storage piles may be kept outside of the Living Unit. The Board may adopt additional Rules for the storage and concealment of trash containers.

9.11. **Radio and Television Antennas.** All television and radio antennas or other electronic reception devices shall be completely erected, constructed, and placed within the enclosed area of a Living Unit or garage. Exceptions must first be approved in writing by the Board. Any installation of a large satellite dish shall be located so that it is obscured from view of the road or neighbors by growth of plants or tasteful construction or other concealment to obscure the dish.

9.12. **Equipment and Automobile Maintenance.** Unless otherwise provided by the Board, no equipment or car maintenance or repairs of any nature shall be permitted in the Project except in a closed garage. Emergency repairs that do not exceed 24-hours are permitted in the driveway of a Lot. Failure to comply with the provisions herein shall constitute a nuisance.

9.13. **Holiday Decorations.** The Board may adopt Rules to regulate holiday decorations in the Project.

9.14. **Energy Conservation Equipment.** Solar energy collector panels and attendant hardware or other energy conservation equipment shall be prohibited from being constructed or installed in the Project unless authorized by the Board. If the Board elects to allow energy conservation equipment in the Project, then the Board may adopt rules and regulations for the installation of solar panels or other energy conservation equipment. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the buildings. The Board shall assess the costs related to any installation, operation, and



maintenance of energy conservation equipment to the requesting Owner(s) or benefitted Owner(s) in the Board's sole discretion.

9.15. **Fences and Walls, Hedges and Screens.** No fences, walls or non-living screens shall be constructed on any Lot without written approval first having been obtained from the Board. All fences shall be no taller than six (6) feet and shall made of beige vinyl.

9.16. **Smoking.** Smoking is prohibited in the Common Areas in the Project and shall constitute a nuisance under Section 9.6 herein. The Board may adopt additional Rules to address Smoking within the Project.

9.17. **Flags.** To the extent permitted by law, the Board may adopt Rules to regulate flags in the Project.

9.18. **Parking.** Overnight parking on the roads in the Project is prohibited. Any vehicles parked overnight may be subject to towing or booting and/or the owner of the vehicle may be subject to fines. The Board may adopt additional Rules regarding parking in the Project.

9.19. **VariANCES.** The Board may, in extenuating circumstances, grant variances from the restrictions set forth in this Article if Board determines in its discretion: (1) either that (a) the restriction would create an unreasonable hardship or burden on an Owner or Occupant, or (b) that a change of circumstances since the recordation of this Master Declaration has rendered such restriction obsolete and unreasonable to enforce; and (2) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the other Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and approved and signed by a majority of the Board Members. No variance may be granted that is inconsistent with the Act.

## **ARTICLE X. ARCHITECTURAL CONTROLS**

10.1. **Architectural Controls.** The designs of all structures and Living Units in the Project shall be limited to those approved by the Board. For new construction on Lots, no landscaping, grading, excavation, building, fence, wall, Living Unit, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, have been approved in writing by the Board. In the event of any reconstruction of an improvement or Living Unit due to a casualty, the design, quality, and appearance of the reconstructed improvement shall be substantially the same as the structure initially built, unless otherwise approved by the Board. Prior Board approval shall also be required for any construction or improvements that expand the footprint of, expand the height of, or modify the external appearance of any Living Unit or other structure on a Lot.

10.2. **Design Guidelines.** The Board may adopt Design Guidelines for the purpose of maintaining a consistent character and quality of appearance of the improvements within the project. The Design Guidelines may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Board. The Design Guidelines may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the

approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended.

10.3. **Variances**. The Board may authorize variances from compliance with any of the architectural provisions of this Master Declaration or Design Guidelines. Such variances must be in writing and must be approved and signed by a majority of the Board Members. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any Restrictions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

10.4. **Architectural Review Committee**. The Board may create an Architectural Review Committee and may delegate any and all of the Board's rights and responsibilities under this Article 10 to the Architectural Review Committee. The Board may determine the number and qualifications of those who serve on the Architectural Review Committee and may remove any members of the Architectural Review Committee in the Board's discretion.

10.5. **Delegation to Sub-Associations**. In addition to or apart from delegating responsibilities under this Article 10 to the Architectural Review Committee, the Board may delegate responsibilities under this Article 10 to Sub-Associations.

10.6. **Liability for Damages**. The Board shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article.

## **ARTICLE XI. ENFORCEMENT**

11.1 **Enforcement of Governing Documents**. The Master Association, through the Board, shall have the power and authority in its own name, on its own behalf, or in the name and behalf of any Owner(s) who consents thereto, to enforce, by fine or proceedings at law or in equity, each provision of the Governing Documents and Design Guidelines, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). Owners may also enforce the Governing Documents and Design Guidelines as allowed by law through proceedings at law or in equity. The prevailing party in any action for the enforcement of any provisions of the Governing Documents and Design Guidelines (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees. Occupants, guests, and invitees shall be jointly and severally liable with the Owner for any fine assessed as a result of their action in violation of the provisions of the Governing Documents.

## **ARTICLE XII. RIGHTS OF FIRST MORTGAGEE**

12.1. **Title in Mortgagee**. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for Assessments levied while it holds title to the Lot.

12.2. **Notice of Default by Lot Owner**. In the event an Owner neglects for a period of sixty (60) days or more to cure any failure on his part to perform his obligations under this Master Declaration or other Governing Documents, the Master Association, upon written

request from the Mortgagee, shall give written notice of such fact to the Mortgagee covering such Owner's Lot.

12.3. **No Priority.** No provision herein is intended, nor shall it be construed, to give any Lot Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

### ARTICLE XIII. RIGHT OF ENTRY

13.1 **Right to Enter Lots.** The Master Association acting through the Board or its duly authorized agent may, upon reasonable notice of at least 48 hours, enter upon any Lot on the areas located outside the exterior boundaries of a Living Unit, regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Living Units, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Master Association into the interior of a Living Unit without the consent of the Lot Owner unless there is an emergency threatening another Living Unit or the Occupants of another Living Unit. Owners shall maintain up-to-date emergency contact information records with the Master Association, including any local representative an Owner may have for notice purposes.

### ARTICLE XIV. AMENDMENTS

14.1 **Amendments.** This Master Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Master Association, through Delegate voting. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Utah County Recorder. In such instrument the President shall certify that the vote required by this Section for amendment has occurred.

### ARTICLE XV. MISCELLANEOUS

15.1. **Notices.** Any notice required or permitted to be given to any Owner according to the provisions of this Master Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest phone number, email, or mailing address for such Person appearing in the records of the Master Association at the time notice is sent. If no email or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. Notices may also be sent as allowed by the Act.

15.2. **Consent in Lieu of Voting.** In any case in which this Master Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Delegates entitled to cast the required percentage of membership votes. The Master Association may use any method allowed under Utah law and the Utah Revised Nonprofit Corporation Act.

15.3. **Dissolution**. The Master Association may be dissolved by the affirmative vote 100% of the Owners, through Delegate voting. Upon dissolution, the Master Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for purposes similar to those provided herein, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas and facilities on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in Article VI.

15.4. **Interpretation and Severability**. The captions which precede the Articles and Sections of this Master Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Master Declaration shall not affect the validity or enforceability of the remainder hereof.

15.5. **Covenants to Run with Land**. This Master Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Master Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Master Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Master Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Master Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Master Declaration.

15.6. **No Waiver**. Failure by the Master Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

15.7. **FHA and VA Approval**. If any Restriction in this Master Declaration is the sole reason a condominium Lot Owner or a condominium Sub-Association would be ineligible for FHA or VA approval, as per an FHA or VA representative, the Board may elect that such Restriction shall not apply to that Lot or Sub-Association.

15.8. **Condemnation**. If a portion of the Common Area is taken by eminent domain, or sold under threat thereof, and is not comprised of and does not include any Lot, the Board shall cause the award to be utilized for repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Master Association. If a Lot is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Master Declaration, then that Lot's interest in the Common Areas shall be reallocated to the remaining Lots in proportion to their respective interests immediately before the taking.

15.9. **Security**. The Master Association shall in no way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Master Association may have an obligation to maintain, and the Master Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or

any ineffectiveness of security measures undertaken. Owner(s) agree by purchasing a Lot in this Master Association that the Master Association and Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Master Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE MASTER ASSOCIATION, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE SECURITY OF THE PROJECT.

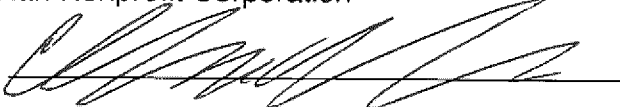
15.10. **Effective Date.** The Master Declaration and any amendment hereof shall take effect upon its filing in the office of the Utah County Recorder.

**CERTIFICATION**

IN WITNESS WHEREOF, this Amended and Restated Declaration of Master Covenants, Conditions, and Restrictions of Harvest Hills Master Planned Community was duly approved by at least two-thirds (2/3) of the total voting power of the Master Association and by sixty-seven percent (67%) of Mortgagees (as defined by the Original Master Declaration) holding first mortgages on Lots within the Project.

DATED as of the 4 day of November, 2021.

Harvest Hills Master Home Owners Association, Inc.,  
A Utah Nonprofit Corporation

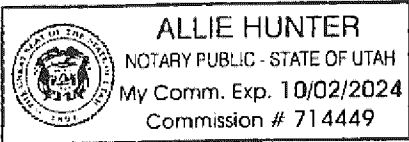
By: 

Its: President

State of Utah )  
County of Salt Lake ) ss.

On the 4 day of November 2021, personally appeared before me Chandler Ryan Newmyer who by me being duly sworn, did say that she/he is an authorized representative of the Harvest Hills Master Home Owners Association, Inc., and that the foregoing instrument is signed and executed by authority of the consent of its members.

Notary Public 



## EXHIBIT A LEGAL DESCRIPTION

The Land subject to this Master Declaration is located in Utah County, Utah and is described as follows:

Commencing at the North 1/4 corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; Thence South 0 degrees 28' 23" West along the 1/4 section line 5,087.448 feet; Thence North 51 degrees 21' 00" East 267.667 feet; Thence North 8 degrees 28' 42" East 250.453 feet; Thence North 30 degrees 38' 29" East 173.248 feet; Thence North 5 degrees 55' 05" East 323.992 feet; Thence North 8 degrees 39' 52" East 126.95 feet; Thence North 25 degrees 13' 27" East 115.944 feet; Thence South 89 degrees 17' 21" East along the North side of a ditch bank 1,300.996 feet; Thence South 2 degrees 34' 47" East along the East side of a ditch bank 637.36 feet; Thence North 89 degrees 51' 27" East along the North side of ditch bank and the extension of said ditch bank 874.936 feet; Thence North 53 degrees 45' 05" East 1,063.171 feet; Thence North 12 degrees 44' 00" East 1,917.038 feet; Thence North 405.616 feet; Thence North 89 degrees 00' 00" West 1,207.69 feet; Thence North 85 degrees 00' 00" West 825.00 feet; Thence North 60 degrees 00' 00" West 462.00 feet; Thence North 330.00 feet; Thence North 79 degrees 00' 00" East 528.00 feet; Thence South 64 degrees 22' 00" East 780.50 feet; Thence North 86 degrees 13' 40" East 397.408 feet; Thence North 5 degrees 08' 58" East 996.398 feet; Thence North 6 degrees 08' 00" East to the section line 309.884 feet; Thence North 89 degrees 55' 02" East along the section line 21.472 feet; Thence North 0 degrees 23' 56" East 922.451 feet; Thence North 89 degrees 58' 28" West 1,139.495 feet; Thence South 26 degrees 34' 00" West to the section line 1,044.194 feet; thence South 89 degrees 26' 52" West along the section line 1,611.736 feet to the point of beginning.

And including a parcel within the following description:

Beginning at a point in a fence line on the Westerly side of Highway 68, which point is North 236.215 feet and West 3,506.532 feet (based upon the Utah State Coordinate System, Central Zone) from the East quarter corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 69 degrees 35' 11" West 768.52 feet; Thence North 12 degrees 36' 35" East 490.02 feet; Thence North 89 degrees 53' 08" East 568.37 feet to said fence line; Thence South 12 degrees 00' 09" East along said fence line 216.00 feet to the point of beginning.

Including property adjacent to the above parcels which is joined to the above parcels by way of boundary line agreements, and excluding any of the above described property which is quit claimed to neighboring property owners by way of boundary line agreements.

Specifically:

### Harvest Hills Plats

Lots 101-165 as shown on the Harvest Hills PUD Plat A, recorded in the Office of the Utah County Recorder.

Lots 201-265 and Common Area as shown on the Harvest Hills PUD Plat B, recorded in the Office of the Utah County Recorder.

Lots 301-359 and Common Area as shown on the Harvest Hills PUD Plat C, recorded in the Office of the Utah County Recorder.

Lots 401-460 as shown on the Harvest Hills PUD Plat D Amd, recorded in the Office of the Utah County Recorder.

Lots 1101-1124 and Open Space as shown on the Harvest Hills PUD Plat E, recorded in the Office of the Utah County Recorder.

Lots 1201-1216 as shown on the Harvest Hills PUD Plat F, recorded in the Office of the Utah County Recorder.

Lots 1205-1210 as shown on the Harvest Hills PUD Plat F-A, recorded in the Office of the Utah County Recorder.

Lots 1301-1322 and Open Space as shown on the Harvest Hills PUD Plat G, recorded in the Office of the Utah County Recorder.

Lots 1401-1423 and Open Space as shown on the Harvest Hills PUD Plat H, recorded in the Office of the Utah County Recorder.

Lots 1501-1551 as shown on the Harvest Hills PUD Plat I, recorded in the Office of the Utah County Recorder.

Lots 1601-1612 as shown on the Harvest Hills PUD Plat J, recorded in the Office of the Utah County Recorder.

Lots 1701-1725 as shown on the Harvest Hills PUD Plat K, recorded in the Office of the Utah County Recorder.

Lots 1801-1818 as shown on the Harvest Hills PUD Plat L, recorded in the Office of the Utah County Recorder.

Lots 1901-1938 as shown on the Harvest Hills PUD Plat M, recorded in the Office of the Utah County Recorder.

Lots 2001-2049 as shown on the Harvest Hills PUD Plat N AMD, recorded in the Office of the Utah County Recorder.

Lots 2101-2136 as shown on the Harvest Hills PUD Plat O, recorded in the Office of the Utah County Recorder.

Lots 2201-2220 as shown on the Harvest Hills PUD Plat P, recorded in the Office of the Utah County Recorder.

Lots 601-684 as shown on the Harvest Hills PUD Plat R/S, recorded in the Office of the Utah County Recorder.

Lots 701-719 and Open Space as shown on the Harvest Hills PUD Plat T Amd, recorded in the Office of the Utah County Recorder.

Lots 801 – 820 and Open Space as shown on the Harvest Hills PUD Plat U, recorded in the Office of the Utah County Recorder.

Lots 901-921 as shown on the Harvest Hills PUD Plat V, recorded in the Office of the Utah County Recorder.

Lots 1001-1016 and Open Space as shown on the Harvest Hills PUD Plat W, recorded in the Office of the Utah County Recorder.

Lots 501-527 as shown on the Harvest Hills PUD Plat X/Y, recorded in the Office of the Utah County Recorder.

Lots 3201-3219 and Open Space as shown on the Harvest Hills PUD Plat Z, recorded in the Office of the Utah County Recorder.

Lots 3101-3113 and Open Space as shown on the Harvest Hills PUD Plat AA, recorded in the Office of the Utah County Recorder.

Lots 3001-3038 and Open Space as shown on the Harvest Hills PUD Plat BB, recorded in the Office of the Utah County Recorder.

Lots 2901-2930 and Open Space as shown on the Harvest Hills PUD Plat DD, recorded in the Office of the Utah County Recorder.

Lots 2801-2836 as shown on the Harvest Hills PUD Plat EE, recorded in the Office of the Utah County Recorder.

Lots 2701-2714 and Open Space as shown on the Harvest Hills PUD Plat FF, recorded in the Office of the Utah County Recorder.

Lots 2401-2444 as shown on the Harvest Hills PUD Plat GG, recorded in the Office of the Utah County Recorder.

Lots 2601-2624 as shown on the Harvest Hills PUD Plat HH, recorded in the Office of the Utah County Recorder.

Lots 2501-2538 and Open Space as shown on the Harvest Hills PUD Plat JJ, recorded in the Office of the Utah County Recorder.

Lots 2301 – 2321 as shown on the Harvest Hills PUD Plat MM, recorded in the Office of the Utah County Recorder.

#### **Harvest Village Plats**

Lots 2-5 as shown on the Harvest Village Plat, recorded in the Office of the Utah County Recorder.

Lots 101-194 and Common Area as shown on the Harvest Village Lot 1 AMD Plat, recorded in the Office of the Utah County Recorder.

#### **Daybreak at Harvest Hills Condominiums Plats**

All of the Daybreak at Harvest Hills Condo Phase 1 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.

All of the Daybreak at Harvest Hills Condo Phase 2 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.

All of the Daybreak at Harvest Hills Condo Phase 3 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.



All of the Daybreak at Harvest Hills Condo Phase 4 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.

All of the Daybreak at Harvest Hills Condo Phase 5 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.

All of the Daybreak at Harvest Hills Condo Phase 6 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.

All of the Daybreak at Harvest Hills Condo Phase 7 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.

All of the Daybreak at Harvest Hills Condo Phase 8 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.

All of the Daybreak at Harvest Hills Condo Phase 9 Plat, recorded in the Office of the Utah County Recorder, including Units 1-12 and Common Area.

**The Springs at Harvest Hills Plat**

All of The Springs at Harvest Hills Plat, including Units 101-112, 210-212, 310-312, 401-412, 501-512, 601-612, 701-712, 801-812 and 901-912 and Common Area

**Saratoga Chase Plat**

Lots 1-88 and Common Area as shown on the Saratoga Chase Plat, recorded in the Office of the Utah County Recorder.