

4425318

STATEMENT OF RESERVATIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

S.F. PARTNERSHIP, now being the developer of all of the following described premises situated within the County of Salt Lake, State of Utah, to-wit:

All of Lots 1 through 61, inclusive, Ashford Acres, according to the official plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such subdivision or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the owner thereof. These covenants, conditions, reservations and restrictions are, and each thereof, imposed upon such lots, all of which are to be construed as restrictive covenants, running with the title to such lots and with each and every parcel thereof.

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KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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LETTY A. ELGERSON

REC'D OF
Beverly C. Elger
BEVERLY C. ELGER

4425318
SALT LAKE COUNTY

If the owners of such lots, or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set forth, it shall be lawful for any other person owning real property situate in such subdivisions to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violation, or both.

1. DEFINITIONS: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

"Declarant" shall mean and refer to S.F. Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

2. LAND: Such lots, and dwellings located thereon, in whole or in part, and each and every one thereof, are for single-dwelling residential and agricultural purposes only, but not for any commercial purpose whatsoever. No building or structure intended for or adapted to business purpose, and no apartment house, double house, lodging house, rooming house, hospital, or doctor's office or other multiple-family dwellings

shall be erected, placed, or permitted or maintained on such premises, or any part thereof. There shall only be one single family dwelling per lot and said lot cannot be reduced in size by any type of division. Any additional buildings constructed on each lot shall be built and painted in a workmanlike manner and shall be located on lots so as to not be offensive to adjoining lots or impair the aesthetic beauty of the area. All buildings including residences shall be well maintained and kept in good repair. No improvements or structure whatsoever shall be erected, altered, placed, or permitted to remain on any lot other than a lot upon which a first-class private dwelling house, not to exceed two stories in height, and garage, have already been erected, placed, or maintained in such subdivision. All construction is to be of new materials. Declarant may construct models and a sales office on lots as needed for sales and do all acts incidental to selling lots and/or houses. However, when all lots and/or houses have been sold to third party purchasers, this right of Declarant shall be null and void, and Declarant shall remove any structure not in conformance with all of the these covenants within sixty (60) days subsequent to the last lot described herein being conveyed to a third party purchaser.

3. TANKS: No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises, provided, that nothing herein shall prevent the Declarant, his

heirs, and assigns, from erecting, placing, or permitting the placing of tanks or other water system apparatus on such premises for the use of the water company serving such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried.

4. SET BACK LINES: No building or any part thereof, including garages and porches, shall be erected on any lot set out herein which is intended for a single-family detached house closer than thirty (30) feet to the front property lines, or closer than fifteen (15) feet to the rear lot line, provided, however, in the case of a corner lot, the set back from the front or side property line shall not be less than twenty (20) feet. No structure shall be located nearer than ten (10) feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot. Notwithstanding anything to the contrary herein, the Architectural Control Committee shall have the right to permit reasonable modifications (when permission in writing has been received from abutting property owners) of the set back and side yard requirements, where, in the discretion of the Architectural Control Committee, strict enforcement of said provisions would work a hardship.

5. LIVESTOCK AND ANIMALS: Livestock and animals will be kept under control so as not to cause disturbance and nuisance to other property owners. Livestock will be limited on each lot to the extent that GRASS AND FOILAGE SHALL NOT BE DESTROYED AND DOWNTRODDEN and comply with zoning requirements. Absolutely no hogs, mink, goats or poultry shall be allowed at any time. No animals or livestock of any kind shall be raised, bred, or maintained for any commercial purpose, and dogs, cats, or other household pets are restricted to the owner's property or on leash under handler's control.

6. IRRIGATION WATER: Declarant hereby reserves an easement ten (10) feet wide contiguous with each of the lot lines surrounding each lot contained within the subdivision plat which are subject to this Statement of Reservations and Protective Covenants for the purpose of creating and maintaining ditches and/or plumbing for the transportation of water as required by the city of South Jordan. The installation of the pump and pump house for the power irrigation system shall be the responsibility of the Declarant. The Declarant will also supply the distribution plumbing. The operating expenses and the maintenance of the pump, pump house and distribution plumbing shall be the responsibility of the home owners. See Attachment A.

7. SLOPE AND DRAINAGE CONTROL: No structure, planting or other material shall be placed or permitted to

remain or other activities undertaken which may damage or interfere with established slope rations, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. Drainage ways shall conform to the requirements of all lawful public authorities, including the County Engineer of Salt Lake County, State of Utah, to the full extent of the authority given by law.

8. EASEMENTS, LINES AND PROPERTY SEPARATING LOTS:

All electrical service and telephone lines shall be placed underground, and no outside electrical lines shall be placed overhead, but this restriction may be waived by the Declarant, upon written request by the utility company that such waiver is necessary. Any waiver of this restriction shall not constitute a waiver as to other lots or lines. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities, and for such other purposes incidental to the development of the property, including drainage, the easements shown upon the plat of Ashford Acres as recorded in the public records of Salt Lake County, Utah. All claims for damage, if any, arising out of the construction, maintenance and repair of the utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company, municipality, or any of its agents or servants, are hereby waived by the owners.

Set-back of fences is to comply with the requirements of South Jordan City. Fences along the rear boundary line of all lots shall be constructed in accordance with the plans established by the Architectural Control Committee. Plans and specifications may be obtained from said committee. Each homeowner shall, prior to construction of the rear boundary line fence, obtain approval from the committee as established herein. No fence and/or wall shall be constructed upon any easement shown on plats as recorded.

Each owner shall be responsible for upkeep and maintenance of the easement area on their lot, if any, which shall include but not be limited to, watering, cutting, fertilizing, weed control and removal of debris.

9. WALLS: No side boundary walls and/or fences shall be constructed with a height of more than eight (8) feet, and no side boundary line hedge or shrubbery shall be permitted with a height of more than eight (6) feet. No wall and/or fence of any height shall be constructed on any lot until after the height, type, design, and approximate location therefor shall have been approved in writing by the Architectural Control Committee. The height or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such height shall be completely determined by the Committee. Walls and/or fences shall be constructed in coordination with the general architecture and character of the surrounding area.

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10. NUISANCES: No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse piles, trash, junk or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon. Trash, garbage or other waste shall not be kept except in sanitary containers. Said trash and garbage containers shall be placed in areas not visible from the street or neighboring property. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles, or other unsightly growth or objects, then the Declarant or Architectural Control Committee may enter upon such lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass, said amount being due and payable within thirty (30) days after the owner is billed.

No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit noxious or offensive odors, or that will cause any noise that will, or might disturb the peace, quiet, comfort, or serenity of the

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occupants of surrounding property. No motor vehicle of any type shall be parked or permitted to remain on the streets or on the property unless they are in running condition, properly licensed and being regularly used. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the premises described herein.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except as follows: (a) A name and address sign, the design of said sign shall be furnished to the lot owner by the Architectural Control Committee upon request; (b) One sign of not more than five square feet advertising the property for sale or rent; (c) Declarant may erect signs upon its own property as Declarant deems necessary for the operation of the subdivision, and for the sale of lots and/or houses within said subdivision.

12. CONSTRUCTION REQUIREMENTS: No one-story buildings shall be constructed on lots with a fully enclosed first floor living area of less than 1,500 square feet, exclusive of garage and open porches. No two-story buildings shall be constructed with a fully enclosed first floor living area of less than 1,200 square feet. No one-and-one-half-story building shall be constructed with a fully enclosed first floor living area of less than 1,300 square feet. Under no circumstances shall the basement area of any dwelling be

construed to be the first floor living area for purposes of this document.

13. GARAGE: No house shall be constructed upon any lot unless there is a garage detached or attached constructed simultaneously therewith. No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with residences. The garage constructed simultaneously with the house shall not be constructed to be part of the living area. Every garage shall be equipped with a door. The door shall be closed at all times except when a vehicle is entering or exiting. Every garage shall be a double garage. No carports are to be allowed.

14. OCCUPANCY: No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner, occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within six (6) months from the start thereof, provided that the Declarant may extend such time when in his opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure may be placed or erected upon any lot unless approved by Declarant.

15. COMMENCEMENT OF CONSTRUCTION: Purchaser of any lot within this subdivision shall commence construction of a house on said lot within two years from date fee simple title is conveyed to purchaser. Said house shall be completed with reasonable promptness thereafter. Maximum construction time shall be one year, unless the time limit is extended in writing by the Declarant. In the event construction is not commenced within the time set out herein, and completed within a reasonable time thereafter, the owner shall be deemed in violation hereof, the Declarant may cause said lot be placed on the market for sale, and charge the owner a ten percent (10%) selling fee. The owner will be required to pay all closing costs necessary for the sale. The sales price shall be the fair market value established by two appraisers, the fee for which shall be paid by the owner, unless the owner agrees in writing as to the sales price without such an appraisal. Declarant may waive or postpone these requirements if it deems necessary, for due cause with prior written consent of the Architectural Control Committee. However, if Declarant waives for one, it shall not constitute a waiver for any more. Each particular case will stand on its own. This section shall not apply to the lots owned by Declarant.

16. APPROVAL OF PLAN: For the purpose of further insuring the development of the land so platted as an area of high standards, the Declarant reserves the power to control the

buildings, structures, and other improvements placed on each lot, as well as to make such exceptions to these reservations and restrictions as the Declarant or committee hereinafter designated, shall deem necessary and proper. Whether or not provisions therefor are specifically stated in any conveyance of any lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the committee hereinafter provided, and a permit issued by the committee. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. Refusal of approval of plans and specifications by such committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the committee, shall seem sufficient. No alteration in the exterior appearance of the building or structure shall be made without like approval. If no committee exists or if the committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefor, then no such approval shall be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

The drawings shall be prepared in the following manner:

Site plan: Scale $1/8" = 1'0"$, or $1" = 20'$. Scale must be noted as well as location and name of street, lot number, property lines, and set back dimensions, roof overhangs, fences and their height, location of utilities (water and sewer line and septic tank, if applicable), and proposed landscaping, in general terms only.

Floor plans: Scale $1/4" = 1'0"$ indicating all heating and air conditioning, window and door locations and room dimensions.

Elevations: Scale $1/4" = 1'0"$ showing all sides of proposed residence with all materials and colors indicated. All exterior mechanical equipment shall be shown on elevations, such as vents, fans, chimneys, and lights.

Building section: Scale $1/8" = 1'0"$ or $1/4" = 1'0"$ indicating interior spaces and exterior materials.

Wall sections: Scale $3/8" = 1'0"$ indicating interior and exterior materials.

In the event that a submittal of plans to the Architectural Control Committee is not approved, the owner may request in writing to meet (in person) with the Architectural Committee for review of the unapproved plans. The meeting will be scheduled as soon as possible and not later than thirty (30) days subsequent to the request to allow the owner the

opportunity to make a full presentation and discuss the plans with the Committee.

17. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of Tariq A. Kergaye, Lutfi A. El-Gerwi, Fred O. Sundberg, all of Salt Lake City, Utah and Howard Freiss of South Jordan, Utah. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

18. COMMERCIAL VEHICLES: No trucks, commercial vehicles, boats, construction, or like equipment or mobile trailers, or any motor vehicle, of any kind or type, shall be stored or parked on any residential lot except while parked in a closed garage or storage shed located on the premises, nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision.

19. COVENANTS AND RESTRICTIONS TO RUN WITH LAND: All covenants, restrictions, reservations and servitudes set forth herein shall run with the land and grantee, by accepting the deed to such premises, accepts the same, subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators and assigns to be bound by each of such covenants, restrictions, reservations and servitudes, jointly, separately and severally.

20. EVIDENCE AND RESTRICTIONS ENFORCEABLE JOINTLY AND SEVERALLY: Each and every one of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent separate covenant and agreement and in the event any one or more of such covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and effect.

21. REMEDIES FOR VIOLATIONS AND INVALIDATIONS: For violation or breach of any of these reservations and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the lot owners or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation of the breach of any of them. In addition to the foregoing

right, the Declarant shall have the right, whenever there shall have been built on any lot or structure which is in violation of these restrictions, to enter upon the property where such a violation of these reservations and restrictions exists, and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. Any party who has a right to enforce any of the reservations and restrictions herein and fails to proceed within a ninety-day period after receiving the notice of the violation or breach shall be barred from enforcing the same. The invalidation of any one or more of the reservations and restrictions by a court of competent jurisdiction in no wise shall affect any of the other restrictions and reservations, but they shall remain in full force and effect.

22. DECLARANT: The Declarant herein is S.F. Partnership, its personal representatives and assigns.

All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises regardless how they acquired title, until the commencement of the calendar year of 2025, in which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof; provided, however, that these covenants, conditions,

reservations and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods, or the base period, the owners of a majority of the lots in a subdivision shall by written instrument duly record and declare a termination of the same. Although these covenants, conditions, reservations and restrictions may expire as herein provided, any and all reservations for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expiration shall be absolute.

These covenants, conditions, reservations and restrictions shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the Declarant or by the owner of another lot in such premises, but by no other person.

Provided, further, that should the Declarant employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, by reason of such breach, all costs incurred in such enforcement, including reasonable fee for counsel, shall be paid by the owner of such lot or lots.

Provided, further, that the breach of any of the foregoing covenants, conditions, reservations, or restrictions by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith

for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto, or whose grantor's title is or was acquired by foreclosure, trustee sale, or otherwise.

Provided, further, that no delay or omission on the part of the Declarant or the owners of other lots in such premises, in exercising any rights, powers, or remedies herein provided in the event of any breach of the covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of his failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions or for imposing restrictions herein which may be unenforceable by the Declarant.

Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but

all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Provided, further, that in the event the provisions hereunder are declared null and void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rules against perpetuities as set forth in the laws of the State of Utah.

Provided, further, that such premises shall be subject to any and all rights and privileges which the City of South Jordan, or the County of Salt Lake, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations or restrictions or acts performed shall be in conflict with any County zoning ordinance or law.

23. YARD LIGHT: Each owner shall install a yard light in the front of the house. The size, color, location, height and style shall be approved by the Architectural Control Committee.

IN WITNESS WHEREOF, S.F. PARTNERSHIP has caused this instrument to be executed by its duly authorized officers

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

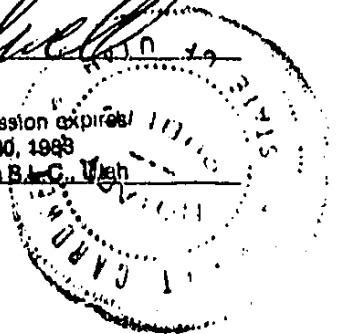
On the 23 day of March, 1987, personally appeared before me TAREQ KERGAYE and LUTFI EL-GERWI, who being by me duly sworn did say, each for himself, that he, the said TAREQ KERGAYE is the partner, and he, the said LUTFI EL-GERWI is the partner of S.F. PARTNERSHIP, and that the within and foregoing instrument was signed in behalf of said partnership by authority therein granted, and said TAREQ KERGAYE and LUTFI EL-GERWI each duly acknowledged to me that said partnership executed the same.

My Commission Expires:
My Commission expires
Jan. 30, 1988
Residing in S.L.C., Utah

Paul Cardwell
NOTARY PUBLIC

Residing at:

My Commission expires
Jan. 30, 1988
Residing in S.L.C., Utah



ATTACHMENT A

COVENANT FOR MAINTENANCE ASSESSMENTS OF IRRIGATION SYSTEM

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual assessments or charges for maintenance and improvement of the pressurized irrigation system which services the Project and each Lot, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association, shall be a charge on the land and shall be a continuing lien upon each Lot until paid. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of each Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but nonetheless shall continue as a lien on each Lot until paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to operate, repair, maintain, and service the pressurized irrigation system that services the Lots in the Project.

Section 3. Notice and Quorum for Any Association Action. Any officer of the Association, the Declarant, or any five (5) Members, may call a meeting of the Association. Written notice of any meeting of the Association, whether annual or special, shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting. At any such meeting, the presence of members or of proxies entitled to cast fifty percent (50%) of the total votes from both classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. A majority vote of those in attendance at a meeting at which a quorum is present shall be sufficient to approve any matter coming before the meeting.

Section 4. Equal Assessments. Annual assessments must be fixed in equal shares for all Lots and shall be collected on an annual basis. Declarant also shall pay the same, equal share for each Lot Declarant owns.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be made on a calendar year basis, with the first annual assessment to be adjusted according to the number of months remaining in the calendar year. The Officers of the Association shall estimate the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date for payment shall be established by the Officers of the Association. At the time the actual expenses for a calendar year are known to the Officers, they shall distribute a written report of such expenses to each Owner at the time of the next annual assessment, and adjustments for actual shall be taken into account in making the next estimated, annual assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum.

The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the irrigation system or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

OFFICERS OF THE ASSOCIATION

Section 1. Officers. The affairs of the Association shall be managed by a President, Vice-President and Secretary-Treasurer. The offices of secretary and treasurer shall be held by the same person. No person shall simultaneously hold more than one of any of the other Offices. An officer must be an Owner or an employee of Declarant.

Section 2. Term. Each Officer shall be elected by a majority vote of a quorum of Members at a duly held meeting of

the Association for a term of one year or until their successors shall be duly elected at a properly held meeting of the Members of the Association.

Section 3. Removal. Any Officer may be removed with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of an Officer, his successor shall be selected by the remaining Officers and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Officer shall receive compensation for any services he may render to the Association. Any Officer, however, may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Powers. The Officers, acting as a board with at least two Officers voting affirmatively, shall have power:

(a) to adopt and publish rules and regulations governing the use and maintenance of the irrigation system, and to establish penalties for any infraction thereof;

(b) to suspend the voting rights and right to use of the irrigation system of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and

hearing, for a period not to exceed sixty (60) days from infraction, of published rules and regulations;

(c) to exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of this Declaration; and

(d) to employ a Manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 6. Duties. Acting as a board with at least two Officers voting affirmatively, it shall be the duty of the Officers:

(a) to cause to be kept a complete record of all their actions and to present a statement thereof to the Members at an annual meeting of the Members;

(b) to supervise all Officers, managers, agents and employees of the Association, and to assure that their duties are properly performed;

(c) as more fully provided herein, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of any assessment to every Owner subject thereto at least thirty (30) days in advance of the annual assessment period; and

(iii) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date and/or to bring an action at law against the Owner personally obligated to pay the same;

(d) to issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of payment;

(e) to procure and maintain adequate liability and hazard insurance on the irrigation system, if so requested by a majority of Members present at a duly called Association meeting at which a quorum is present;

(f) to cause all Officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) to cause the necessary maintenance and improvement of the irrigation system.

Section 7. Additional Duties. Additional duties of the Officers are as follows:

(a) The President shall (i) preside at all meetings of the Officers acting as a board, (ii) see that orders and resolutions of the board are carried out, and (iii) sign all written instruments and shall co-sign all checks.

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act.

(c) The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Association's Members and Officers, (ii) serve notice of meetings of the Members, and (iii) keep appropriate current records showing the Members of the Association together with their addresses.

(d) The Treasurer shall (i) receive and deposit in appropriate bank accounts the monies of the Association and shall disburse funds as directed by resolution of at least two Officers acting as a board, (ii) sign all checks of the Association, together with one other Officer, (iii) keep proper books of account, and (iv) prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.