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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
WILLOW BEND HOMEOWNERS ASSOCIATION
A PLANNED UNIT DEVELOPMENT**

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed by Willow Bend Homeowners Association, a Utah non-profit corporation, with its principal place of business located in Draper, State of Utah ("Association").

RECITALS

A. Real property (the "Property") located in Draper, Salt Lake County, State of Utah known as Willow Bend was subject to covenants, conditions, and restrictions pursuant to a Declaration recorded in the official records of the office of the County Recorder of Salt Lake County, State of Utah as Entry 6086858 on May 24, 1995 (Phase 1), Entry 6276666 on February 9, 1996 (Phase 2), and Entry 6276667 on February 9, 1996 (Phase 3);

B. This Amended and Restated Declaration shall be binding against the Property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. This Amended and Restated Declaration supersedes and replaces in its entirety that previously recorded Declaration and all amendments thereto and shall be binding on all Lots in all phases within the Project;

D. All Owners, guests, invitees and residents shall abide by these covenants, conditions and restrictions in order to maintain property values and a desirable living environment;

E. The Association controls the Project as managing agent for the Owners;

F. Owners representing more than fifty percent (50%) of the voting interests have affirmatively approved this Amendment;

G. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements;

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Association hereby executes this Declaration of Covenants, Conditions and Restrictions for Willow Bend, a performance development, for and on behalf of all of the Owners.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

Section 1.01 Architectural Committee

Architectural Committee shall mean the committee created pursuant to Article VIII of this Declaration

Section 1.02 Articles

Articles shall mean the Articles of Incorporation of Willow Bend Homeowners Association, a corporation formed under the Utah Revised Nonprofit Corporations Act, as amended from time to time.

Section 1.03 Assessments

The Association shall have the right to levy the following types of Assessments:

(a) Capital Improvement Assessment
Capital Improvement Assessment shall mean a charge against each Owner and his Lot, representing a portion of the costs to the Association for the installation or construction of any improvements which the Association may from time to time authorize on any portion of the Common Area or on any portion the Lots or improvements thereon which the Association has the responsibility to maintain.

(b) Common Assessment
Common Assessment shall mean the charge against each Owner and his Lot, representing a portion of the total costs to the Association for maintaining, improving, repairing, replacing, managing, and operating the Property, which charge is to be paid uniformly and equally by each Owner to the Association, as provided herein.

(c) Individual Assessment
Individual Assessment shall mean any expenses benefiting or attributable to fewer than all of the Lots. Individual Assessments may be assessed exclusively against the Lots affected or benefited. Individual Assessments shall include, but are not limited to:

(i) Assessments levied against any Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of the Declaration or rules and regulations.

(ii) Insurance premiums.

(iii) Fees related to the transfer of property as described in Section 3.02, sometimes referred to as a "reinvestment fee."

(d) Reconstruction Assessment
Reconstruction Assessment shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for reconstruction of any portion or portions of the improvements on the Common Area pursuant to the provisions of this Declaration.

(e) Special Assessment
Special Assessment shall mean a charge against a particular Owner and his Lot, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the exterior of the Dwellings or Common Areas; provided that if such assessment shall exceed 50% of the annual budget, it shall first be approved by a majority of the votes of members of the Association, in accordance with the Bylaw procedures for member approval.

Section 1.04 Association

Association shall mean Willow Bend Homeowners Association, a Utah nonprofit corporation which is organized by the filing of the Articles of Incorporation.

Section 1.05 Beneficiary

Beneficiary shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of such mortgage or beneficiary.

Section 1.06 Board

Board shall mean the Board of Trustees of the Willow Bend Homeowners Association, the members of which shall be elected in accordance with the By-Laws of the Association. The term "Members of the Board" shall be synonymous with the term "Trustees."

Section 1.07 By-Laws

By-Laws shall mean the By-laws of the Willow Bend Homeowners Association, which have been adopted by the Board of Trustees. The By-laws may be amended from time to time.

Section 1.08 Common Area

Common Area shall mean and refer to all the real property and improvements, including without limitation, any recreation facilities, landscaped areas, private roadways and walkways, recreational vehicle parking, visitor parking, and drainage systems which are owned by the Association for the common use and enjoyment of all the Owners, as the same is designated on the Plat Map.

Section 1.09 Common Expenses

Common Expenses shall mean the actual and estimated costs of maintenance, management, operation, repair, and replacement of the Common Area (including unpaid Special Assessments, Reconstruction Assessments, and Capital Improvement Assessments), including those costs not paid by the Owner responsible for payment; costs of management and

administration of the Association including, but not limited to, attorneys and other employees and consultants; the costs of all utilities, landscaping, and other services benefiting the Common Area, and all recreational facilities thereon; the costs of fire, casualty, and liability insurance covering the Property; and the cost of bonding of the Trustees of the Association; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; and the cost of any other item or items designated by, or incurred by, the Association for any reason whatsoever in connection with the Property, for the benefit of all of the Owners.

Section 1.10 Declaration

Declaration shall mean this instrument as it may be amended from time to time.

Section 1.11 Deed of Trust

Deed of Trust shall mean and refer to a mortgage or a deed of trust, as the case may be.

Section 1.12 Dwelling Unit

Dwelling Unit shall mean and refer to a "Single Family Detached House" as that term is defined herein, located on a Lot designed and intended for use and occupancy as a residence by a single family.

Section 1.13 Family

Family means Family as defined by the Draper City zoning ordinance.

Section 1.14 Improvement

Improvement shall mean all structures and appurtenances thereto of every type and kind, (and any alteration or addition thereto), including but not limited to buildings, out buildings, walkways, sidewalks, sprinkler systems, culinary and irrigation water systems, storm and under drain systems, garages, roads, driveways, parking areas, recreational vehicle parking areas, fences, screening walls, retaining walls, stairs, decks, bridges, gates, landscaping, hedges, windbreaks, trees,

shrubs, poles, signs, electronic entry system, or street lighting.

Section 1.15 Lot

Lot shall mean and refer to any residential Lot or parcel of land shown upon any recorded subdivision plat of the Property, with the exception of the Common Area.

Section 1.16 Manager

Manager shall mean the person, firm, corporation or its agents retained or employed by the Association hereunder and delegated certain duties, powers, and functions by the Association.

Section 1.17 Member

Member shall mean any person(s) or entity owning a lot or home within Willow Bend with the exception of the Hancock parcel described in Exhibit A.

Section 1.18 Mortgage

Mortgage shall mean any mortgage or Deed of Trust or other conveyance of a Lot to secure the performance of an obligation, which will be void and reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgage".

Section 1.19 Mortgagee

Mortgagee shall mean any lender which holds a Mortgage or Trust Deed which constitutes a first and prior lien vis-à-vis any other Mortgage or Trust Deed on the same real property, which has given the Association written notice of interest. The term Mortgagee will also include any beneficiary named in any such first and prior Trust Deed, which has given the Association a written notice of interest.

Section 1.20 Mortgagor

Mortgagor shall mean a person or entity who mortgages his or its property to another (i.e., the maker of a Mortgage), and shall include the trustor of a Deed of Trust. The term Mortgagor shall be synonymous

with the term "Trustor."

Section 1.21 Notice of Hearing

Notice of Hearing shall mean written notice of a hearing before a quorum of the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at the Owner's expense.

Section 1.22 Owner

Owner shall mean and refer to the person or persons or other legal entity or entities, holding fee simple interest of record to any Lot which is a part of the Property. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 1.23 Person

Person shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.24 Phase

Phase shall mean a parcel of real property that has been divided or separated into Lots, shown on a recorded subdivision map.

Section 1.25 Record, Recorded, Filed and Recordation

Record, Recorded, Filed, and Recordation shall mean, with respect to any document, the recordation of such document in the Office of the Salt Lake County Recorder, State of Utah.

Section 1.26 Reserve Fund

Reserve Fund shall mean a segregated account, as determined by the Board of Trustee, into which a portion of the annual revenues of the association shall be deposited and as set out in Section 3.02, and held for future expenditures which may be required to repair, maintain, re-construct or modify the Common Properties, as well as

for such other Capital Expenditures as shall be authorized by the Board of Trustee.

Section 1.27 Single Family Detached House

Single Family Detached House shall mean a building: (1) which is located on a privately owned Lot, (2) which is not attached to another building, (3) which is used as a dwelling for a single family, and (4) which has a private yard on all four sides with setbacks in accordance with Draper City zoning ordinance.

ARTICLE II. OWNER'S PROPERTY RIGHTS

Section 2.01 Owner's Easement and Enjoyment

Each Owner shall have a right and easement of ingress and egress and of enjoyment in, to, and over the Common Area, which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

(a) The right of the Association to reasonably limit the number of guests of Owners using the Common Area facilities.

(b) The right of the Association to establish rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Area as set forth in Section 2.03.

(c) The right of the Association to charge fees for the use of the recreational facilities and recreational vehicle parking spaces situated upon a portion of the Common Area; provided, however, none of the Common Area facilities, recreational facilities, guest parking spaces or other amenities in the Property shall be leased to or allowed to be used continually for personal benefit of any the Owners or any

other parties.

(d) The right of the Association in accordance with its Articles of Incorporation, By-Laws and this Declaration, with the vote of or written assent of two-thirds (2/3) of its members to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, and subject to the provisions of Article XIII of this Declaration, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any Mortgagee shall be subordinated to the rights of the Owners.

(e) Except for the right of ingress and egress to an Owner's Lot, the Association shall have the right to suspend the voting rights and right to use the Common Area facilities by an Owner for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or the right to use of the Common Area and Common Area facilities, shall be made only by the Board of Trustees, after Notice of Hearing, and an opportunity for a hearing before a quorum of the Board of Trustees.

(f) Subject to the provisions of Article XIII of this Declaration, the right of the Association to dedicate, release, alienate, or transfer all or any part of the Common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation, or transfer shall be effective, unless pursuant to an instrument signed by two-thirds (2/3) of the Members of the Association.

(g) The right of the Association (by action of the Board of Trustees) to

reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish or standard of construction of such Improvement, or of the general improvements within the Property, as the case may be; and not in accordance with such original design, finish or standard of construction only with the vote or written consent of seventy-five percent (75%) of the Members of the Association.

(h) The right of the Association to replace destroyed trees, shrubs and ground cover upon any portion of the Property.

Section 2.02 Assignment of Use

Any Owner may assign, in accordance with the By-Laws, his right of enjoyment to the Common area and facilities to the members of his family, his tenants, or contract purchasers who reside in his Dwelling Unit, subject to reasonable regulation by the Board of Trustees. Common Areas shall only be used by residents.

Section 2.03 Easement for Parking

Temporary guest and recreational vehicle parking shall be permitted within the Common Area only within spaces and areas clearly marked for this purpose. Spaces should be shown by signs or markings on the paved area. The Association, through its officers, committees, and or agents, is hereby empowered to establish "parking," "recreational vehicle parking" and "no parking" areas within the Common area, as well as to enforce such parking limitations by all means lawful for such enforcement, including the removal of any violating vehicle by those empowered (towed away at owner expense).

Section 2.04 Easements for Vehicular Traffic

In addition to the general easements or use of the Common Area reserved herein, there shall be and the Willow Bend Homeowners Association hereby reserves and covenants

for itself and all future Owners within the Property, that each and every Owner shall have a non-exclusive easement appurtenant for vehicular traffic over all private roads within the Property, subject to the parking provisions set forth in Section 2.03.

Section 2.05 Easements for City and County Public Service Use

In addition to the foregoing easements over and across the property reserved herein, the Willow Bend Homeowners Association reserves and covenants for itself and all future Owners within the Property, easements for city, county and federal public services, including, but not limited to, the right of the police for the purpose of enforcing the law, fire department for the purpose of inspection, fires and medical assistance, sewer district and Salt Lake County flood control to enter upon any part of the Common area.

Section 2.06 Waiver of Use

No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot or other property owned by him, from the liens and charges thereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his Lot or any other property in the Property.

Section 2.07 Taxes

Each Owner shall execute such instrument and take such action as may reasonably be specified by the Association to obtain a separate real estate tax assessment of each Lot. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on more than one Lot not under common ownership, or any part thereof, they may be paid by the Association and each Owner shall be obligated to pay or to reimburse the Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against his own Lot and interest, if any, in the Common Area.

ARTICLE III. MEMBERSHIP IN ASSOCIATION

Section 3.01 Membership

With the exception of the Hancock parcel described in Exhibit A, every Owner of a Lot shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership in the Association shall be appurtenant to and may not be separated from the fee simple title of such Lot. Ownership of such Lot shall be the sole qualification for Membership in the Association.

Section 3.02 Transfer

The Association Membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Member who has sold his Lot to a contract purchaser under an agreement to purchase such Membership, shall be entitled to assign to such contract purchaser his right of enjoyment of the Common area and facilities as provided in Section 2.02 and such Member's voting proxy rights in the Association, but as between the Association and such Member, the Member may not delegate his Membership obligations. Such assignment and/or proxy shall be in writing and shall be delivered to the Board before such contract purchaser may use the Common area and facilities or vote, as the case may be. The contract seller shall remain liable for all charges and assessments attributable in his Lot until fee simple title to the Lot sold is conveyed. In the event the Owner of any Lot shall fail or refuse to transfer the Membership registered in his name to the purchaser of such Lot upon transfer of fee simple title thereto, the Board shall have the right to record the transfer upon the books

of the Association. Upon any transfer, pledge, or alienation of a Lot, the Board shall have the right to charge an Individual Assessment against any new Owner, and his Lot, equal in amount to two (2) times the current monthly Common Assessment, to cover the cost to the Association of changing the Membership upon the books of the Association and to help fund the Reserve Fund.

ARTICLE IV. VOTING RIGHTS

Section 4.01 Voting Membership

The Association shall have voting Membership as follows: all Owners shall be Members. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with Section 4.02 of this Declaration, and in no event shall more than one (1) vote be cast with respect to any Lot owned by Members.

Section 4.02 Vote Distribution

Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for Membership. When more than one person holds such interest or interest in any Lot, (a "co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the Member's vote for each Lot shall be exercised, if at all, as a unit. When no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board of Trustees receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners

present in person or by proxy and representing such Lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or by the By-laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and By-laws of the Association.

ARTICLE V. DUTIES AND POWERS OF THE ASSOCIATION

Section 5.01 Duties and Powers

The Association, acting through the Board of Trustees, shall have the power and duty to:

(a) Maintain, repair and otherwise manage the Common Area and all facilities, and replace those elements of the Common Area that must be replaced on a periodic basis, including but not limited to the improvements and landscaping thereon, in accordance with the provisions of Article VI of this Declaration.

(b) Maintain all private roads, all parking areas, emergency access easement, including cleaning, snow removal, sign maintenance, and periodic resurfacing and other maintenance as required.

(c) Grant easements, rights of way, or strips of land, where necessary, for utilities and sewer facilities over the Common area to serve the Common Area and the Lots.

(d) Maintain such policy or policies of insurance as may be permitted or

allowed in this Declaration and the By-laws.

(e) Employ or contract with a professional manager or management company to perform all or any part of the duties and responsibilities of the Association, and to delegate its powers to committees, officers, and employees as permitted by law. Any such agreement shall be for a term not in excess of three (3) years, subject to cancellation by either party without cause or payment of a termination fee, upon ninety (90) days written notice. A non-professional manager may be designated only upon the affirmative vote of seventy-five percent (75%) of the Members.

(f) After fifteen (15) days written notice, without being liable to any Owner, enter upon any Lot, for the purpose of enforcing by peaceful means, the provisions of this Declaration, or for the purpose of maintaining or repairing any such area as required by this Declaration.

(g) Maintain all sidewalks located upon the Common Area, including cleaning and Periodic repairs.

(h) Maintain and repair fences within the Common Area and perimeter fences on all Lots, excluding privacy fences between or adjacent to homes.

(i) Maintain and repair landscaping on the Common Area and all Lots except for landscaping installed by the homeowner(s).

(j) Maintain and repair all sprinkling systems, both within the Common Area and upon all Lots.

(k) Exercise any and all additional powers required to accomplish the duties and functions provided for in this Declaration.

(l) Provide snow removal from the driveway and sidewalk up to the front

entrance of the homes located on the Lots.

ARTICLE VI. COVENANT TO PAY MAINTENANCE ASSESSMENTS

Section 6.01 Creation of Lien and Personal Obligation to Pay Assessments

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 the Association (1) Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, (4) Reconstruction Assessments, (5) Transfer Assessments, and (6) Individual Assessments, such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs, and reasonable attorney's fees for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. 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 such Lot at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting Mortgagees, the personal obligation for delinquent assessments shall pass to the successors in interest of such Owner. The Board shall establish at least two (2) separate accounts (the "Maintenance Funds") into which shall be deposited all monies paid to the Association. At least one of the accounts (the "Operating Fund") shall include funds for replacement, painting, repairs and operations that would reasonably be expected to occur on an annual or more frequent basis. At least one of the accounts (the "Reserve Fund") shall include such funds as the Board determines shall constitute an adequate and reasonable reserve for replacement and repairs which would reasonably be expected to occur less frequently than on an annual basis.

Section 6.02 Purpose of Common Assessments

The Assessments levied by the Association Shall be used to promote the common health, safety, benefit, recreation, and welfare of the Owners and for the improvement and maintenance of the Common Area as provided herein. The Assessments shall also be for an adequate reserve to be used as appropriate for maintenance, repairs and replacement of those elements of the Common Area that must be replaced on a periodic basis. Disbursements from the Reserve Fund shall be approved by the Board of Trustees. Disbursements from the Operating Fund shall be made by the officers for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those purposes for which disbursements from the Reserve Fund are to be used.

Nothing in this Declaration shall be construed in such a way as to permit the Association to use any assessments to abate any nuisance or annoyance emanating from outside the boundaries of the Property. Nothing contained herein shall limit, preclude or impair the establishment of additional Maintenance Funds by the Association, so long as the amounts deposited into such Funds are allocated for specified purposes authorized by this Declaration.

Section 6.03 Damage to Common Area by Owners

Any maintenance, repairs or replacements completed by the Association arising out of or caused by the willful or negligent act of the Owner, his family, guests, invitees, or lessees shall be done at said Owners' expense, or a Special Assessment therefore shall be made against his Lot.

Section 6.04 Basis of Common Assessment

(a) The Common Assessment may be changed by the Board from the

previous fiscal year, effective the first of each fiscal year, not more than ten percent (10%).

(b) The Common Assessment may be changed by the Members greater than ten percent (10%) by the vote or written assent of fifty-one percent (51%) of Members of the Association who are in attendance at a meeting at which there is a quorum present and which meeting was called for the purpose of dealing with such assessment.

Section 6.05 Capital Improvements and Reconstruction Assessments

In addition to any Common Assessments, the Board of Trustees may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or other such addition upon the Property, including fixtures and personal property related thereto; provided that the total of any such assessment which is in excess of seventy-five percent (75%) of the budget shall require the vote of fifty-one percent (51%) of a quorum of the Members who are in attendance at a meeting, in person or by proxy, and which meeting was called for the purpose of dealing with such assessments.

Section 6.06 Notice and Quorum for Any Action Authorized Under Section 6.04 and 6.05

Written notice of any meeting called for the purpose of taking any action by the Members authorized under Sections 6.04 and 6.05 above shall be sent to all Members not less than thirty (30) days, or more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all votes 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 twenty-five percent (25%) of the voting power of the Association. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 6.07 Equal Rate of Assessment

Common Assessments, Capital Improvement Assessments, and Reconstruction Assessments provided for in this Article VI must be fixed at an equal rate for all Lots; provided, however, that the Association may, subject to the provisions of Section 6.03, levy Special Assessments against particular Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests, or agents. All Common Assessments shall be collected on a regular monthly basis by the Board, officers, or Management Company.

Section 6.08 Date of Commencement of Common Assessments

All assessments provided for here in shall be paid in regular installments after the assessment is made. The Common Assessment shall commence as to particular Lots on the day of the closing of the sale or conveyance of any particular Lot with a proper proration on any monthly assessment if the closing takes place on a day other than the first day of the month. At closing an amount equal to (2) two months of assessments shall be collected and forwarded to the Association and credited to the Owner's account. The Board of Trustees shall fix the amount of the Common Assessment against each Lot. Proposed changes to the Common Assessment shall be reported at the annual meeting of the Willow Bend Homeowners Association. Written notice of any change in the amount of the Common Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The Association shall, upon

demand of a person with a vested interest in the subject property, and for a reasonable charge, furnish a certificate signed by an officer or agent 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 against a Lot shall be binding upon the Association as of the date of its issuance.

The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, including deposits in and withdrawals from the Reserve Fund and the Operating Fund, and shall cause to be distributed a copy of each such statement to each Member, and to each Mortgagee who has filed a written request for copies of the same with the Board.

At least thirty (30) days prior to the beginning of each fiscal year, the Board shall prepare and distribute to the Members, a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and deposits into the Reserve Fund). Each Common Assessment shall constitute an aggregate of separate assessments for each of the Maintenance Funds, reflecting an itemization of the amounts assessed and attributable to prospective deposits into the Reserve Fund, the Operating Fund, and any other Maintenance Funds established by the Association.

If the estimated sums prove inadequate for any reason, including nonpayment of any Owner's Common Assessment, the Board may, at any time, levy supplemental Common Assessments, subject to provisions of Section 6.04, for any of the Maintenance Funds which shall be assessed equally against the Owner of each Lot. At the end of any fiscal year of the Association, funds remaining in the Operating Fund, over and

above the amounts used for the operation of the Association, may be retained by the Association and used to maintain and operate the Association. Notwithstanding anything contained in the By-Laws to the contrary, if prior to dissolution of the Association the Association has not obtained tax exempt status from both the Federal and State Governments, then upon such dissolution of the Association, any amounts remaining in the Reserve Fund shall be distributed to or for the benefit of the Members in a proportion equal to their individual, respective contributions.

Section 6.09 Exempt Property

The following property subject to this Declaration shall be exempt from liens resulting from assessments herein:

- (a) All Properties dedicated to and accepted by a local public authority, and
- (b) The Common Area.

ARTICLE VII. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION

Section 7.01 Non-Payment of Assessments

Any assessment or portion thereof not paid within 10 days after the due date (which shall be established by resolution of the Board):

- (a) Shall be delinquent and shall bear interest from the date of delinquency at the rate, established by the rules and regulations, not to exceed the maximum rate permitted by law; and/or
- (b) Shall be subject to a late charge in an amount established by the rules and regulations; and
- (c) If paid by installments, the Board may accelerate (including interest as provided for above) the remaining balance for the fiscal year and declare the remaining payments for the fiscal year due and

payable.

Section 7.02 Lien for Assessments

All Assessments imposed shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land.

Section 7.03 Subordination of Lien to Mortgages

(a) The lien of the Assessments provided for in this Article shall be subordinate to the lien of any Mortgagee now or hereafter placed upon the Lot subject to assessment, except as provided in subsection (b) of this Section.

(b) The sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any Assessments thereafter becoming due, or from the lien of any future assessment.

Section 7.04 Enforcement of a Lien

The Association may establish and enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Lot against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration or by law or awarded by a court for breach of any provisions of the Project Documents. The lien may be foreclosed in the same manner as either deeds of trust, mortgages, or in any other manner permitted by Utah law. The collection remedies stated herein are cumulative and the use of one does not preclude the use of

other remedies.

Section 7.05 Suspension of Voting Rights

The Board shall have the right to suspend any Owner's right to vote during any period of time that the Owner carries a past due assessment balance.

Section 7.06 Notice of Assessment

No action shall be brought to enforce any assessment lien provided for herein, unless at least thirty (30) days has expired following the date a Notice of Assessment is deposited in the United States mail, postage prepaid to the Owner of the Lot; said Notice of Assessment must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest, late fees, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association. Such Notice of Assessment shall be signed and acknowledged by an authorized officer of the Association, and said lien shall be prior to any declaration of homestead recorded after the date on which this Declaration is recorded. The lien shall continue until fully paid or otherwise satisfied.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 8.01 Members of Committee

The Architectural Committee shall consist of three (3) members. Members of the Architectural Committee shall be appointed by the Board of Trustees and shall hold office and serve at the pleasure of the Board or until such time as they have resigned or have been removed or their successor has been appointed, as provided here in. Members of the Architectural Committee may be removed at any time with cause. The Board of Trustees shall have the right to appoint and remove all members of the

Architectural Committee.

Section 8.02 Review of Proposed Construction

No building, fence, wall, deck, patio cover, or other structure shall be commenced, painted, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Architectural Committee. Actions approved by the Architectural Committee must receive written acknowledgement of the Association President and shall be discussed at the next meeting of the Association Officers.

The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association. The Architectural Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, or upon the agreement by the Owner submitting the same to grant appropriate easements to the Association for the purpose of maintenance, and may require submission of additional plans and specifications or other information and agreements prior to approving or disapproving material submitted.

The Architectural Committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval,

requiring a fee payable to the Association to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee may provide that the amount of such fee shall be uniform, or that it shall be determined in any other reasonable manner, such as by the reasonable costs of the construction, alterations, or additions contemplated, provided that in no event shall such fee exceed the amount of the last monthly common assessment fee. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plans submitted for approval.

Section 8.03 Meeting of the Architectural Committee

The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of a variance pursuant to Section 8.08. In the absence of such designation, the vote of any two (2) Members of the Committee taken without a meeting shall constitute an act of the Committee.

Section 8.04 No Waiver of Future Approvals

The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Architectural Committee

shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 8.05 Compensation for Members

The members of the Architectural Committee shall receive no compensation for services rendered other than reimbursement approved by the Officers for expenses incurred by them in the performance of their duties hereunder.

Section 8.06 Inspection of Improvement

Inspection of any Improvement and the correction of defects therein shall proceed as follows:

(a) Upon the completion of any Improvement for which approved plans are required under this Article VIII, the Owner shall give written notice of completion to the Architectural Committee.

(b) Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty-day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board of Trustees in writing of such failure.

(d) Upon Notice and Hearing the Board shall determine whether there is a

noncompliance and, if so, the nature thereof and the estimated costs of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncompliance improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against such Owner for reimbursement.

(e) If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

Section 8.07 Non-Liability of Architectural Committee Members

Neither the Architectural Committee nor any member thereof, nor its duly authorized Committee Representative, shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, solely on the basis of aesthetic consideration and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color

schemes, exterior finishes and materials, and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes, excepting that the Architectural Committee hereby waives the non-liability provision of this paragraph to the extent necessary to obtain insurance as provided for in Article XII hereof.

Section 8.08 Variances

The Board of Trustees of the Association, upon a favorable recommendation of the Architectural Committee and the Association Officers, may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental consideration may require. Such variances must be evidenced in a written document signed by the Architectural Committee, at least two (2) officers, and at least two members of the Board of Trustees. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular portion of the Property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting misuse of the premises, including, but not limited to, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority. In considering the request for a variance, the Architectural Committee, Officers, and Trustees shall make sure that the interests of the other Lot

owners and the Association are protected.

ARTICLE IX. MAINTENANCE AND REPAIR OBLIGATION

Section 9.01 Maintenance Obligations of Owners

Subject to the duty of the Association to provide for maintenance as provided in Section 9.02 it shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas of the Property subject to his exclusive control, including any improvement thereon, in a neat, sanitary, and attractive condition. Areas subject to the exclusive control of the Owner shall be deemed to include, but not be limited to, the structure of the Owner's Dwelling Unit and all exterior and interior portions of the Owner's Dwelling Unit. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or fail to so maintain such Improvement so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee shall notify the Officers for corrective action who shall have the right, but not the duty, upon fifteen (15) days prior notice to the Owner of such Lot, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance and the costs thereof shall be charged to the Owner. Said costs shall constitute a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work and all additional costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each Owner as Common Assessments.

Section 9.02 Maintenance Obligation of Association

In addition to the provisions of Section 9.01,

the Association shall maintain in good order and repair all of the Common Area and any Improvement thereon, and the perimeter fence. In addition to the maintenance and repairs set forth above, the Association shall provide necessary landscaping and gardening to properly maintain and periodically replace when necessary include street shade trees, flowering trees and pines, shrubs, plants, lawn, and other vegetation which is on the Common Area, in addition the residential lots one entryway flowering tree and lawn. Further the association will maintain lawn, weeding flower beds, trimming of shrubs in front and side yards on lot. Items not to include: back yard trees, rose bushes, or any landscaping put in by home owners or their agent. Home owner may opt out of the maintenance by the Association, however, their shall be no reduction in assessments. The owner shall maintain the property to the satisfaction of the Officer and the Board. Failure to do so the additional costs incurred to bring the property up to requirements as set forth in the landscaper contract may be assessed to owner. The Association shall further maintain, reconstruct, replace and refinish any paved surface in the Common Area. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Trustees shall determine in its judgment to be appropriate.

Section 9.03 Variance in Exterior Appearance and Design

Any Owner who has suffered damage may apply for approval to the Architectural Committee for permission to reconstruct, rebuild, or repair his Dwelling Unit in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant such approval only if the design

proposed by the Owner shall result in a finished Dwelling Unit in harmony with the exterior design of other Dwelling Units on the Property. The proposed modifications shall also be presented to and approved by the Association Officers and the Board of Trustees. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof.

Section 9.04 Time Limitation

The Owner or Owners of any damaged Dwelling Unit, the Association, and the Architectural Committee shall be obligated to proceed with all due diligence. A time frame that is mutually agreeable to the Owner, the Architectural Committee, the Association Officers, and the Board of Trustees shall be established for starting and completing reconstruction. As a minimum, the responsible party shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

ARTICLE X. USE RESTRICTIONS

Section 10.01 Single Family Residences, Business or Commercial Activity

Each Lot shall be used as residence for a single family. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose without the vote of seventy-five percent (75%) of the votes eligible to be cast by Members of the Association.

Section 10.02 Limited Number of Rentals/Leases

Leases shall be subject to the following

restrictions so long as the property shall be owned in accordance with the terms and conditions of this Declaration and the Act:

(a) Dwelling Units may be rented only to a single Family. Dormitory, hotel, hostel or similar type rentals are strictly prohibited.

(b) Leases shall be in writing and have a minimum 12-month initial term. There shall be no subletting.

(c) All leases and lessees shall be subject to the provisions of the Act and the Declaration, Bylaws, and rules and regulations. Any owner who leases their Dwelling Unit shall be responsible for assuring the Residents' compliance with the Act and the Declaration, Bylaws, and rules and regulations.

(d) The leasing of Dwelling Units shall comply with this Section. "Leasing" means granting the right to use or occupy a Dwelling Unit to a non-owner while no Owner occupies the Dwelling Unit as their primary residence. Dwelling Units owned by business entities or trusts shall be considered leased regardless of who occupies the Dwelling Unit.

(e) Lease Limit. No more than 6 Dwelling Units may be rented or leased at any given time, except Hardship Exemptions.

(f) Minimum Occupancy Period. An Owner must occupy the Dwelling Unit for 12 consecutive months before renting or leasing the Dwelling Unit. Occupy shall mean using the Dwelling Unit as a primary or secondary residence.

(g) Hardship Exemption. Notwithstanding the above, in order to avoid undue hardships or practical difficulties the following classes of Owners shall be exempt from the Lease Limit and Minimum Occupancy Period:

(i) An Owner in the military for the period of the Owner's deployment;

(ii) A Dwelling Unit occupied by the Owner's parent, child, or sibling;

(iii) An Owner whose employer has relocated the Owner for no less than two years;

(iv) A Dwelling Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:

1) A current resident of the Dwelling Unit; or

2) The parent, child, or sibling of the current resident of the Dwelling Unit.

(h) Application Form; Approval Process. An application form, the application and approval process, and any other rules deemed necessary by the Board to implement this section shall be established by resolution of the Board.

(i) Violations of Rental Restrictions. If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Dwelling Unit, or leases their Dwelling Unit after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Dwelling Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and eviction of any tenant.

(j) Failure to Take Legal Action. Failure by an Owner to take legal action against their Resident who is in violation of the Act or Project Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association

to take any and all such action for and in behalf of said Owner and as his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his or her Resident for eviction, injunctive relief or damages. Neither the Association nor its agents shall be liable to the Owner or Resident for any legal action commenced under this Section that is made in good faith.

(k) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Subsection, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Dwelling Unit as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be an Individual Assessment.

(l) Requesting Unpaid Assessments from Tenant. In the event that a Dwelling Unit is leased, and the Owner fails to pay their regular, special, or any other assessment, the Board may demand that the tenant pay their rent to the Association until the delinquent assessments are paid.

(m) Grandfathered Dwelling Units: Dwelling Units being leased on the date this Declaration was recorded shall be exempt from the Lease Limit until:

(i)The Owner transfers the Dwelling Unit by deed;

(ii)The Owner grants a life estate in the Dwelling Unit;

(iii)If owned by a business entity, the Owner sells or transfers more than 75% of its shares, stock, membership interests, or partnership interests within a 12 month period.

Grandfathered Dwelling Units shall comply with all other provisions of this section and shall be required to have a 12-month minimum initial lease term.

Section 10.03 Outbuilding and Fencing

No Outbuilding or other structures shall be constructed on any Lot. No additional fencing shall be added except where the developer has previously specifically allowed for such building.

Section 10.04 Nuisance

No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the Project.

Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment, large power tools, evaporative coolers, or permanent flag poles shall be located, used or placed on any portion of the Property, or exposed to the view of other Owners without the prior written approval of the Architectural Committee and the Association Officers.

Section 10.05 Signs

No sign, poster, display, billboard, or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Lot, without the prior written consent of the Officers except one sign for each Lot or Dwelling Unit advertising the Lot or Dwelling Unit for sale or rent. Dimensions of the sign shall be established by the rules and regulations. All

signs or billboards and the regulations promulgated for the regulation thereof shall conform to the ordinances and laws of Draper City, Salt Lake County, and the State of Utah.

Section 10.06 Common Area Facilities

Nothing shall be altered or constructed on or removed from the Common Area except upon the written consent of the Association President and Board of Trustees.

Section 10.07 Pets and Other Animals

No barn, coop, shed, sty, or building of any type shall be constructed, kept, maintained, or permitted for the purposes of housing pigs, cows, sheep, goats, horses, poultry, or other livestock at any place within the limits of the Property. Each Lot Owner may keep and maintain two (2) common household pets. The Board may create rules governing pets.

Section 10.08 Parking

Parking shall be governed by rules created by the Board.

Section 10.09 Insurance Rates

Nothing shall be done or kept on the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Board of Trustees, nor shall anything be done or kept on the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 10.10 Front Window Treatments

No blinds, draperies, or other window coverings or treatments shall be permitted with respect to Dwelling Unit windows which face any road, whether public or private, except those which are conservative in style and neutral in color or otherwise approved by the Architectural Committee.

Section 10.11 Water Features, Spas

and Hot Tubs

Any water feature constructed on a Lot, including, but not limited to private spas and hot tubs, shall be regulated by the following terms:

(a) Approval by the Architectural Committee.

(b) Require maintenance by Owner in such a way that the water feature will not create a nuisance.

(c) They may be billed for additional uses of culinary water to be calculated as set forth by rules and shall be billed as an Individual Assessment due within ten (10) days of billing.

Section 10.12 Rubbish

No rubbish shall be stored or allowed to accumulate anywhere on the Property, except in sanitary containers and at such locations as the Board of Trustees shall determine from time to time.

Section 10.13 Aerials, Antennas and Satellite Dishes

It is the intent that this policy not be inconsistent, incongruent or in conflict with applicable local, state and federal legislation. Aerials, antennas and satellite dishes shall be prohibited within the Project, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement (hereafter referred to as "Permitted Devices") shall be subject to the following:

(a) Upon Architectural Committee approval, the Owner may install the device in the least conspicuous alternative location in the residential unit or appurtenant limited common area where an acceptable quality signal can be obtained.

The Board may adopt rules establishing a preferred hierarchy of alternative locations and require screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device. Anything to the contrary notwithstanding, no Permitted Device may be located in the common area without the express prior written consent of the Board. Permitted Devices may only be installed in, on or within property which a party owns or is subject to his exclusive use.

ARTICLE XI. DAMAGE OR DESTRUCTION TO COMMON AREA

Section 11.01 Damage

Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage or destruction to the Common Area, the Association shall cause such Common Area to be repaired and any Improvement thereon to be reconstructed substantially as it previously existed.

(b) If the insurance proceeds are insufficient to effect total restoration, then the Association shall cause such repair and reconstruction to be substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Lot Owners in accordance with the provisions of Section 6.05.

(c) Each Owner shall be liable to the Association for any damage to the Common Area not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family and guests, including minors and adults. Notwithstanding the foregoing, the

Association reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damaged caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary. The cost of correcting such damage shall also be a Special Assessment against the Lot owned by Owner.

ARTICLE XII. INSURANCE

Section 12.01 Common Area

The Association shall keep any Improvement and all other insurable property on the Common Area insured against loss or damage by fire for the full insurance replacement costs thereof and including extended coverage for not less than 100% of the replacement cost of insurable property, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association or by members of the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association shall be expenses payable as Common or Individual Assessments.

Section 12.02 Insurance Obligations of Owners

Unless the Association elects to insure each Dwelling Unit (in which case the individual Owner shall be responsible for any co-insurance or deductible with respect to any

losses), each Owner shall insure his entire Dwelling Unit, including the structural portions of the Dwelling Unit, against loss or damage by fire or by any other casualty, under the standard form of extended endorsement and broad form now in use in the State of Utah or under such other insurance as may be required by a Mortgagee of the Dwelling Unit. All such insurance shall be for the full replacement value of the Dwelling Unit with automatic inflation coverage. All such policies shall contain a provision that the same shall not be canceled or terminated except upon at least thirty (30) days written notice to the Association.

Section 12.03 Replacement or Repair of Property

In the event of damage to or destruction of any part of the Common Area, or any Improvement thereon or any other portion of the Property insured by the Association, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration. If such insurance proceeds are insufficient to cover the costs of such repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessment made against such Lot Owners, in accordance with the provisions of Section 6.05. In the event of total destruction of all of the Improvements on the Property, the proceeds of the insurance carried by the Association shall be divided equally among the Lot Owners, provided that the balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Lot is so encumbered.

Section 12.04 Insurance Deductibles

Insurance deductibles are the sole responsibility of the homeowner. The Association's policies are renewed each year and the deductible amounts are subject to

change. Homeowners will be notified of any changes in the insurance at the annual meeting.

Section 12.05 Waiver of Subrogation

As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Manager, the Association, and the agents and employees of each of the foregoing with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 12.06 Liability Insurance

The Association shall obtain comprehensive public liability insurance including medical payments, liquor liability insurance, and malicious mischief, in the minimum amount of \$1,000,000 per occurrence for personal injury and/or property damage arising from the activities of the Association or with respect to the Common Area including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Such insurance must include other coverage in kinds and amounts commonly required by private institutional Mortgage investors for projects similar in construction, location and use.

Section 12.07 Miscellaneous

(a) **Minimum Financial Rating of Carrier.** Each hazard- insurance policy must be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better. Hazard insurance policies are also acceptable from an insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided it has a general policy holder's rating of at least A. Each

carrier must be specifically licensed or authorized by law to transact business within the State of Utah.

(b) No Assessments. Policies are unacceptable where: (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the Association or any Owner or any Mortgagee or its successors and assign; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Association or any Owner or any Mortgagee, or its successors and assigns, from collecting insurance proceeds.

(c) Other Requirements. All policies of hazard insurance must contain or have attached the standard Mortgagee clause commonly accepted by private institutional Mortgage investors in the area in which the Property is located. The Mortgagee clause must provide that the insurance carrier shall notify the Mortgagee named in such policies at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

(d) The Association may also obtain, through the Board, Worker's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, the Board, members of the Architectural Committee, and the Manager from liability in connection with the Common area, the premiums for which shall be expenses payable by the Common Assessments made against the Owners. Such insurance policies shall have severability of interest clauses or endorsements which shall preclude the insurer from denying the claim of an Owner because of the negligent act of the Association or other Owners. All policies shall be reviewed at least annually by the Board and the limits increased at its

discretion.

ARTICLE XIII. MORTGAGE PROTECTION CLAUSE

Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA) and the Federal National Mortgage Association (FNMA) to participate in the financing of the sale of Lots and Dwelling Units within the Property, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control).

Section 13.01 Written Notification of Default

Each Mortgagee of a Mortgage encumbering any Lot, at his written request, is entitled to written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration, the Articles, or the By-laws, which default is not cured within sixty (60) days after the Association learns of such default.

Section 13.02 Right of First Refusal

Each Mortgagee of a Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal." Any right of first refusal contained in the constituent documents of the Property, or hereinafter added shall not impair the rights of a Mortgagee to (i) foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage, or (ii) accept a deed or an assignment in lieu of foreclosure in the event of default of a Mortgagor, or (iii) interfere with the subsequent sale or lease of a Lot so acquired by the Mortgagee.

Section 13.03 Non-Liability for Prior Unpaid Dues or Charges

Any Mortgagee, or a purchaser who purchases a Lot from any Mortgagee who obtains title to a Lot pursuant to a deed (or assignment) in lieu of foreclosure, or pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to such Lot by the Mortgagee.

Section 13.04 First Mortgage Approval

Unless at least fifty-one percent (51%) of the Mortgagees (based upon one (1) vote for each Mortgage owned) of the Lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area owned directly or indirectly, by the Association for the benefit of the Lots (the granting of an easement of public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligation, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural control of the Lots or Dwelling Units, the maintenance of the Lots or Dwelling Units, or the maintenance of the Common Area;

(d) Fail to maintain fire and extended coverage on any insurable Improvement or property on the Common Area on a current replacement costs basis in an amount not less than one hundred percent (100%) of the insurable value

(based on current replacement cost); and

(e) Use hazard insurance proceeds for losses to any Improvement or property on the Common Area for other than the repair, replacement, or reconstruction of such Improvement or property.

Failure of the Mortgagee to respond to a request for vote within 60 days will be deemed consent.

Section 13.05 Taxes and Charges in Default

Mortgagees may, jointly and severally, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such portion of the Common Area, and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 13.06 First Mortgage Priority

No provision of the Declaration, Articles, or By-laws shall give an Owner, or any other party, priority over any rights of any Mortgagee pursuant to its Mortgage in the case of a distribution to such Owners of insurance proceeds or condemnation awards for losses to or a taking of any of the Common Area.

Section 13.07 Examination of Books and Records

Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

Section 13.08 Mortgagee's Written Notice of Amendments and Damage

Upon written request, all Mortgagees shall be given (i) thirty (30) days written notice prior to the effective date of any proposed material amendment to the Declaration, the Articles, or By-laws, and prior to the effective date of any termination of an

agreement for professional management of the Property following a decision of the Owners to assume self-management of the Property; and (ii) immediate notice following any damage to the Common Area whenever the cost of the reconstruction exceeds Five Thousand Dollars (\$5,000.00) and as soon as the Board learns of any threatened condemnation proceedings or proposed acquisition of any portion of the Property.

Section 13.09 Reserve Fund for Common Area

Association dues or charges shall include a reasonable reserve fund for maintenance, repairs and replacement of those elements of the Common Area that must be replaced on a periodic basis and are payable in regular installments rather than by Special Assessments.

Section 13.10 Mortgagee Written Notice of Default by Owner

A Mortgagee, upon request, is entitled to written notification from the Association of any default by an Owner with respect to any obligation under the constituent documents of the Property which is not cured within sixty (60) days.

Section 13.11 Agreement for Professional Management

Any agreement for professional management of the Association, or any other contract providing for services of the Association, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause, and without payment of a termination fee, on ninety (90) days written notice.

Section 13.12 Amendment to Article

Neither this Article XIII nor Section 7.06 shall be amended without the approval of fifty-one percent (51%) of the Mortgagees. Failure of a Mortgagee to respond to a request for vote within 60 days will be deemed consent.

Section 13.13 Satisfaction of Guidelines

In addition to the foregoing, the Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar entity, so as to allow for the purchase, insurance, or guaranty, as the case may be, by such entities of the First Mortgages encumbering Lots and/or Dwelling Units. Each Owner hereby agrees that it will benefit the Association and the Members of the Association, as a class of potential Mortgage borrowers and potential sellers of their Dwelling Units if such agencies approve the Property as a qualifying subdivision under their respective policies, rules, and regulations, as adopted from time to time.

Section 13.14 Applicability

Some minor changes have been made to Article XIII. The changes are not substantive. However, if any Mortgagee whose loan predates the recordation of this Declaration is concerned with the minor changes, they may contact the Association, and upon providing proof that the loan predates this Declaration, they will be grandfathered and be bound by the prior declaration. The grandfathered status will terminate upon refinance, reconveyance, or payoff of the loan.

ARTICLE XIV. GENERAL PROVISIONS

Section 14.01 Enforcement

This Declaration, the Articles, and the By-laws may be enforced by the Association as follows:

- (a) Breach of any of the covenants contained in this Declaration, the Articles, or the By-laws and the continuation of any such breach may be enjoined, abated, or remedied by appropriate legal proceedings by an Owner, by the Association, or the successors-in-

interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the court may deem reasonable in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection, and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration, the Articles, or By-Laws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association, or its successors-in-interests.

(c) The remedies herein provided for breach of the covenants contained in this Declaration, the Articles, or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration, the Articles, or in the By-laws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants, conditions, or restrictions contained in this Declaration, the Articles, or in the By-Laws shall not affect or impair the lien or charge of any bonafide first Mortgage made in good faith and for value on any Lot or Dwelling Unit, provided, however, that any subsequent Owner of such Lot or Dwelling Unit shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale, or otherwise.

Section 14.02 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.03 Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the residential community. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 14.04 Amendments

This Declaration may be amended only by the affirmative vote or written consent of the Owners holding not less than fifty-one percent (51%) of the voting power of the Members, except with respect to matters dealt with herein which require a higher percentage for approval thereof; provided, however, that the prior written approval of at least fifty-one percent (51%) of all Mortgagees must be obtained as provided in Section 13.14.

Section 14.05 No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or part of the Property to the public, or for any public use.

Section 14.06 Constructive Notice and Acceptance

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any

portion thereof.

Section 14.07 Reservation of Easements

Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners, Draper City, and Salt Lake County for the control, maintenance, and repair of the utilities and storm drains of adjoining Lot Owners. The Association expressly reserves for the benefit of all of the real property in the Property, and Owners, reciprocal easements of access, ingress and egress over all Lots, and over the Common Area, for the use and enjoyment of the Lots in accordance with this Declaration, including without limitation for installation and repair of utility services, for drainage over, across and upon adjacent Lots for water resulting from the normal use of adjoining Lots, and for maintenance and repair of any Dwelling Unit or landscaping located on any Lot. Such easements may be used by the Association and all Owners, their guests, tenants, lessees, and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area.

No owner of a Lot shall interfere with the established drainage pattern over his Lot from adjoining or other Lots. Each Owner of a Lot shall make adequate provision for drainage with the approval of Salt Lake County in the event he changes the established drainage over his Lot. For purposes of this Declaration, "Established Drainage" on any Lot is defined as the drainage conveyed to a purchaser from Village Communities. The Association further expressly reserves for the benefit of the Association, its agents and employees, easements of access, ingress and egress, over the Lots and the Common Area for the purpose of maintaining, repairing, and installing sewer pipelines and laterals, cable television facilities, and telephone lines, in accordance with the provisions of this

Declaration, and as otherwise provided by law.

The Association, as well as Owners of Lots, and all others who shall come in contact with the Property, shall use reasonable restraints with regard to the Property when exercising any rights granted under this paragraph, and due regard shall be given to the aesthetic value, beautification, upkeep, and maintenance of all of the Property, and the use and enjoyment by an Owner of his Lot.

Section 14.08 Reservation of Special Easement

A perpetual easement permitting ingress and egress for one single family residence to 12400 South Street over the road on the western boundary of the Property, together with the right to two (2) entrances is hereby reserved for the benefit of the owners, their successors and assigns, of that certain parcel of real property described in Exhibit "A", the Hancock parcel, which is attached hereto and made a part hereof by this reference.

Section 14.09 Notices

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association. Notwithstanding anything herein, the Board may, by resolution, allow for Notices to be delivered by any electronic means available.

Section 14.10 No Representations or Warranties

No representations or warranties of any kind, express or implied, have been given or made by the Association or its agents or employees in connection with the Property or any portion of the Property, or any improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, costs of maintenance, taxes or regulation thereof as a planned unit development, except as specifically and expressly set forth in this Declaration and except as may be hereafter filed by the Association from time to time.

ARTICLE XV. PROPERTY SUBJECT TO THIS DECLARATION

Section 15.01 Property Subject

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Salt Lake County, Utah, and is described on **Exhibit "B."**

All of the Property shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the Property and shall be binding upon all parties having or

acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of the Association, and each Owner thereof.

Section 15.02 Additions to Property

(a) **Annexation of Additional Property.** The Association upon agreement with the owners of the Hancock Parcel may, without the necessity for consent from the Members, to bring the Hancock Parcel (described in Exhibit "A") into the Association.

(b) **Method of Annexation.** All or any portion of the Hancock Parcel may be annexed into the Association by recording a supplemental declaration and plat map in the Salt Lake County Recorder's Office, Utah. The supplemental declaration shall extend the scheme of the Declaration to the Hancock Parcel and subject it to the Declaration. The described property shall thereupon become part of the Association. Upon the recording of a supplemental declaration and plat the Owners of the Hancock Parcel shall be subject to the same obligations and entitled to the same privileges as apply to the Owners.

General Plan of Development. Any portion of the Hancock Parcel annexed under this Article shall conform to the general plan of development as shown on the Plat.

****SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW****
(This space intentionally left blank)

IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers on the 21 day of April, 2010.

**ASSOCIATION:
WILLOW BEND HOMEOWNERS ASSOCIATION**

Ann Maloney

President.

Judith Hutchings

Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 21st day of April, 2010, personally appeared Ann Maloney
_____ and Judith Hutchings
_____ who, being first duly sworn, did that say that they
are the President and Secretary of the Association and that the seal affixed to the foregoing
instrument is the seal of said Association and that said instrument was signed and sealed in
behalf of said Association by authority of the Association; and each of them acknowledged said
instrument to be their voluntary act and deed.

Debbie Donaldson

Notary Public for Utah

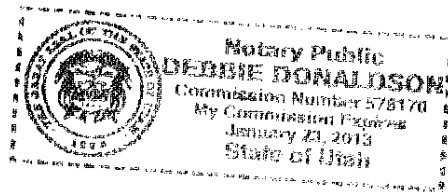


EXHIBIT A

DESCRIPTION OF HANCOCK PARCEL

PARCEL # 28-28-354-018-0000

ADDRESS: 1354 E PIONEER RD.

LEGAL DESCRIPTION: BEG N 0°30'43" E ALG SEC LINE 601.63 FT & E 390.46 FT M OR L FR SW COR SEC 28, T 3S, R 1E, SLM; N 0°30'43" E 117.68 FT M OR L; S 89°49' E 259.02 FT M OR L; S 9°36'04" E 121.81 FT M OR L; N 89°20' W 280.40 FT M OR L TO BEG. 0.74 AC M OR L. 4546-0952 6493-0916 7090-0440,0444,0459

TAX INFO: TOTAL ACRES: .74 PROPERTY TYPE: 111-SINGLE FAMILY RESIDENCE

TAX DISTRICT: 59

PARCEL # 28-28-354-017-0000

ADDRESS: 1354 E PIONEER RD

LEGAL DESCRIPTION: BEG N 0°30'43" E ALG SEC LINE 601.63 FT & E 390.46 FT M OR L & N 0°30'43" E 117.68 FT M OR L FR SW COR SEC 28, T 3S, R 1E, SLM; N 0°30'43" E 17.70 FT; E 248.95 FT M OR L; N 40.06 FT; S 9°36'04" E 59.42 FT M OR L; N 89°49' W 259.02 FT M OR L TO BEG. 0.11 AC M OR L. 4509-1459 6572-2006 7090-0444,0459

TAX INFO: TOTAL ACRES: .11 PROPERTY TYPE: 901-VACANT LAND (RESIDENTIAL)

TAX DISTRICT: 59

EXHIBIT B
LEGAL DESCRIPTION

28283540110000 LOT 116, WILLOW BEND PH 1 P U D. 7101-2815 7417-1144
28283540120000 LOT 117, WILLOW BEND PH 1 PUD. 7101-2815 7970-2459 9016-0222
28283540130000 LOT 118, WILLOW BEND PH 1 P U D. 7101-2815 7403-0930
28283550010000 LOT 101, WILLOW BEND PH 1 P U D. 7101-2815 7390-0959
28283550020000 LOT 102, WILLOW BEND PH 1 P U D. 7101-2815 7704-0431
28283550030000 LOT 103, WILLOW BEND PH 1 P U D. 7101-2815
28283550040000 LOT 104, WILLOW BEND PH 1 P U D. 7101-2815 7356-0348
28283550050000 LOT 201, WILLOW BEND PH 2 PUD. 7652-1970 8256-4584 8652-3549
28283550060000 LOT 202, WILLOW BEND PH 2 PUD.
28283550070000 LOT 203, WILLOW BEND PH 2 PUD. .
28283550080000 LOT 204, WILLOW BEND PH 2 PUD. 7644-1006 8988-1523 9124-5386
28283550090000 LOT 205, WILLOW BEND PH 2 PUD. 7672-2618 7753-2754
28283550100000 LOT 206, WILLOW BEND PH 2 PUD. 7585-1829
28283550110000 LOT 207, WILLOW BEND PH 2 PUD. 7760-2960 7775-1472
28283550120000 LOT 208, WILLOW BEND PH 2 PUD. 7556-2054 8645-9625 8645-9644
28283550130000 LOT 209, WILLOW BEND PH 2 PUD.
28283550140000 LOT 301, WILLOW BEND PH 3 PUD. 7832-0179 8538-5498
28283550150000 LOT 302, WILLOW BEND PH 3 PUD. 8120-2114 8295-5092 8295-5093
28283550160000 LOT 303, WILLOW BEND PH 3 PUD. 7604-0406 8413-3403 8521-0131
28283550170000 LOT 304, WILLOW BEND PH 3 PUD. 8157-2663
28283550180000 LOT 305, WILLOW BEND PH 3 PUD. 8211-0859 8330-6674
28283550190000 LOT 306, WILLOW BEND PH 3 PUD. 7963-0214
28283550200000 LOT 307, WILLOW BEND PH 3 PUD. 7956-1033 8126-1173
28283550210000 LOT 308, WILLOW BEND PH 3 PUD. 7948-2067 8619-3674 8619-3676
28283550220000 LOT 309, WILLOW BEND PH 3 PUD.
28283550230000 LOT 310, WILLOW BEND PH 3 PUD.
28283550240000 LOT 311, WILLOW BEND PH 3 PUD.
28283550250000 LOT 312, WILLOW BEND PH 3 PUD. 7657-2724 8604-3216 8940-7281
28283550260000 LOT 313, WILLOW BEND PH 3 PUD. 7703-0880 8068-0006 8490-2524
28283550270000 LOT 314, WILLOW BEND PH 3 PUD. 8149-2037 8918-8648 8933-3615
28283560010000 LOT 105, WILLOW BEND PH 1 P U D. 7101-2815 7290-2343
28283560020000 LOT 106, WILLOW BEND PH 1 P U D. 7101-2815 7490-0222
28283560030000 LOT 107, WILLOW BEND PH 1 P U D. 7101-2815 7435-1563
28283560040000 LOT 111, WILLOW BEND PH 1 P U D. 7101-2815 7384-1407
28283560050000 LOT 110, WILLOW BEND PH 1 P U D. 7101-2815 7544-1769
28283560060000 LOT 109, WILLOW BEND PH 1 P U D. 7101-2815 7417-1138
28283560070000 LOT 108, WILLOW BEND PH 1 P U D. 7101-2815 7417-1131
28283560080000 LOT 210, WILLOW BEND PH 2 PUD.
28283560090000 LOT 211, WILLOW BEND PH 2 PUD. 7747-1887 8274-3795

28283560100000 LOT 212, WILLOW BEND PH 2 PUD.
28283560110000 LOT 215, WILLOW BEND PH 2 PUD.
28283560120000 LOT 214, WILLOW BEND PH 2 PUD. 7633-1944 9047-1734 9142-7149
28283560130000 LOT 213, WILLOW BEND PH 2 PUD. 7973-1821 8400-7160 8499-6449
28283570010000 LOT 112, WILLOW BEND PH 1 P U D. 7101-2815 7642-2443
28283570020000 LOT 113, WILLOW BEND PH 1 P U D. 7101-2815 7435-0749
28283570030000 LOT 114, WILLOW BEND PH 1 P U D. 7101-2815 7441-2207
28283570040000 LOT 115, WILLOW BEND PH 1 P U D. 7101-2815
28283570060000 LOT 216, WILLOW BEND PH 2 PUD. 7546-0762 8335-4688
28283570070000 LOT 217, WILLOW BEND PH 2 PUD.
28283570080000 LOT 218, WILLOW BEND PH 2 PUD. 7719-1176
28283570090000 LOT 219, WILLOW BEND PH 2 PUD. 7869-0963
28283570120000 LOT 320, WILLOW BEND PH 3 PUD.
28283570130000 LOT 319, WILLOW BEND PH 3 PUD. 7565-1085
28283570140000 LOT 318, WILLOW BEND PH 3 PUD.
28283570150000 LOT 317, WILLOW BEND PH 3 PUD. 7302-0001 7582-1766
28283570160000 LOT 316, WILLOW BEND PH 3 PUD. 7689-847
28283570170000 LOT 315, WILLOW BEND PH 3 PUD.