

After recording, return to:
Bob Pence
8350 E. Raintree Dr., Ste 220
Scottsdale, AZ 85260

ENTRY NO. 01187981

04/27/2022 02:33:43 PM B: 2737 P: 0671

Restrictive Covenants PAGE 1/43

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 92.00 BY STEVE SAULS



**AFFIDAVIT OF CORRECTION
TO
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
PARK CITY RV RESORT**

An Expandable Development

This AFFIDAVIT OF CORRECTION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARK CITY RV RESORT, AN EXPANDABLE DEVELOPMENT (this "Affidavit") is effective as of the date of recording and made by PARK CITY RV RESORT, LLC, a Utah limited liability company ("PCR"); VC PARK CITY, LLC, a Utah limited liability company ("VC Park City"); and THE PCR OWNERS ASSOCIATION, a Utah non-profit corporation (the "Association"). The above-named entities may be referred to herein collectively as the "Parties," or individually as a "Party."

WHEREAS, PCR is the developer and original Declarant of the Park City Private Resort (aka Park City RV Resort) located in Summit County, Utah, which real property is more particularly described in the Declaration of Covenants, Conditions, Restrictions and Easements for Park City RV Resort, an Expandable Development on file and of record as of September 2, 2005 in the Summit County Recorder's Office at Entry No. 749577 ("Original Declaration"), as amended by the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Park City RV Resort, an Expandable Development ("Amended CCRs") attached hereto as *Attachment 1*;

WHEREAS, VC Park City is the successor of PCR and owns Lots 1, 2, A-2, A-3, A-4, A-5, A-6, A-7, A-8, B-2, C-2, C-3, C-4, C-5, D-3 and D-4, Park City Private Resort, according to the official plat thereof on file and of record in the Summit County Recorder's Office;

WHEREAS, the Association owns and maintains common areas within the Park City Private Resort, aka the Park City RV Resort;


WHEREAS, on November 10, 2021, the Association approved the Amended CCRs by a vote of sixty-percent (67%) of the voting membership of the Association at a member of the Members, pursuant to Utah Code Ann. § 57-8a-104(1);

WHEREAS, on November 19, 2021, PCRV, former owner and then Declarant of the Park City RV Resort, committed a clerical error under Utah Code Ann. § 57-3-106(9) by recording a draft version of the Amended CCRs, which draft the Association never reviewed or approved but was recorded in the Summit County Recorder's Office at Entry No. 01178014; and

WHEREAS, the Parties now desire to correct this clerical error by recording the Amended CCRs approved by the Association.

NOW THEREFORE, the Parties, being duly sworn, hereby approve of and consent to the recording of the attached Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Park City RV Resort to supersede and replace all prior versions of the Declaration of Covenants, Conditions, Restrictions and Easements for Park City RV Resort, including that recorded on November 19, 2021.

PARK CITY RV RESORT, LLC, a Utah limited liability company



Stephen Sauls, Manager




Douglas Sorensen, Manager

STATE OF UTAH)
) ss
County of SUMMIT)

On 4/27, 2022, Stephen Sauls, as Manager for Park City RV Resort, LLC, personally appeared before me and acknowledged and swore to me that the foregoing Affidavit was signed on behalf of the Company by authority of its Certificate of Organization and Operating Agreement.

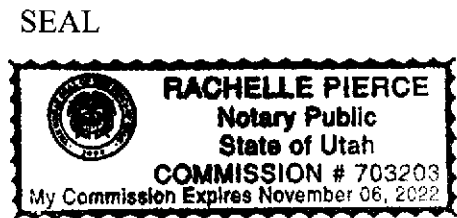




, Notary Public

STATE OF UTAH)
) ss
County of GRAND)

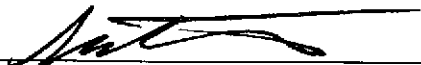
On April 21, 2022, Douglas Sorensen, as Manager for Park City RV Resort, LLC, personally appeared before me and acknowledged and swore to me that the foregoing Affidavit was signed on behalf of the Company by authority of its Certificate of Organization and Operating Agreement.





Rachelle Pierce, Notary Public

VC PARK CITY, LLC, a Utah limited liability company

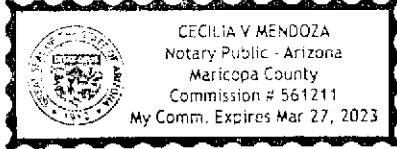


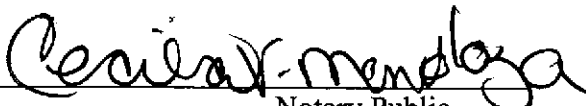
Scott Roberts, Manager

STATE OF Arizona) ss
County of Maricopa

On April 22 2022, Scott Roberts as Manager for VC Park City, LLC, personally appeared before me and acknowledged and swore to me that the foregoing Affidavit was signed on behalf of the Company by authority of its Certificate of Organization and Operating Agreement.

SEAL





, Notary Public

PCRV OWNERS ASSOCIATION, a Utah nonprofit corporation

ATTEST:

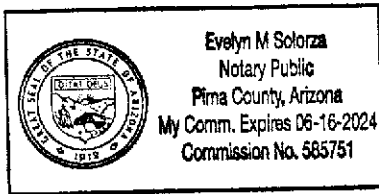
Trevor Blyth, President
Trevor Blyth, President

Linda Lavigne, Secretary
Linda Lavigne, Secretary

STATE OF ARIZONA)
) ss
County of PIMA)

On ~~March~~ ^{April} 1 ~~2022~~ ²⁰²³, Trevor Blyth, as President, of the PCRV Owners Association personally appeared before me and acknowledged and swore to me that the foregoing Amended and Restated Declaration was signed on behalf of the Association by authority of its Certificate of Incorporation and Bylaws.

SEAL

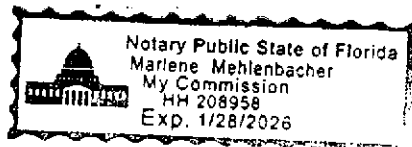


Evelyn M. Solorza
Evelyn M. Solorza, Notary Public

STATE OF ^{Florida} ~~UTAH~~)
) ss
County of CITRUS ~~SUMMIT~~)

On ~~March~~ ^{April} 11 2022, Linda Lavigne, as Secretary of the PCRV Owners Association personally appeared before me and acknowledged and swore to me that the foregoing Amended and Restated Declaration was signed on behalf of the Association by authority of its Certificate of Incorporation and Bylaws.

SEAL



Marlene Mehlenbacher
, Notary Public

ATTACHMENT 1

After recording, return to:
Bob Pence
8350 E. Raintree Dr., Ste 220
Scottsdale, AZ 85260

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARK CITY RV RESORT

An Expandable Development**

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARK CITY RV RESORT, AN EXPANDABLE DEVELOPMENT (this "**Declaration**") is effective as of November 10, 2021 and made by PARK CITY RV RESORT, LLC, a Utah limited liability company at 2200 W Rasmussen Road, Park City, UT 84098 (the "**Declarant**") and THE PCRV OWNERS ASSOCIATION, a Utah non-profit corporation (the "**Association**").

RECITALS

A. The Park City RV Resort is comprised of Lots, Common Area, and various easements, as more particularly described in ***Exhibit A***, attached hereto and incorporated herein by this reference (the "**Project**" or the "**Property**"), located in Summit County, Utah.

B. The Declaration of Covenants, Conditions, Restrictions and Easements governing development of Park City RV Resort was recorded in the in the real property records of Summit County on September 2, 2005, at Entry No. 749577 (the "**Original Declaration**").

C. Article 9 of the Original Declaration included the right to extend the Declaration to the Annexable Area, which was not defined but intended to mean Lot 1, Park City Private RV Resort, according to the plat for the Park City Private RV Resort recorded in the real property records of Summit County on September 2, 2005 at Entry No. 749576 ("**Lot 1**"), and to similarly de-annex land subject to the Declaration.

D. The Association is comprised of members who own the Lots, including the Declarant, each as defined herein.

E. By execution and recording of this Declaration, the parties desire to define Annexable Area as Lot 1 and de-annex Lot 1 from the Property subject to the Declaration unless and until annexed, to the extent necessary.

F. This Declaration amends and restates the Original Declaration, which is hereby superseded in its entirety by the terms and provisions herein.

NOW THEREFORE, the Declarant and the Association, through an affirmative vote of at least 67% of the total votes in the Association, as required in Section 10.03 of the Original Declaration and Utah Code Ann. § 57-8a-104(1), hereby makes the following Declaration containing covenants, conditions, and restrictions, which shall attach to, be binding upon, and run with the land underlying Park City RV Resort:

I: Vision and Purpose

It is the purpose of the Park City RV Resort and the Association managing the same to maintain and develop the Project as a highly desirable motorcoach vehicle resort; administer and maintain the Common Area for the benefit of the Members; promote the health, safety, and welfare of the Members, their guests and invitees; ensure that all Lots and the Improvements located therein are high quality and of suitable architectural design; and take those actions deemed necessary, conducive, incidental or advisable to accomplish and promote said purpose and intent. The Project is not a co-operative.

II: Definitions

In addition to the terms elsewhere defined herein, the following terms shall have the following meanings whenever used in this Declaration:

"Annexable Area" shall mean Lot 1 as shown on the Plat.

"Architectural and Landscape Committee" shall mean the committee created by Article VII of this Declaration.

"Articles" shall mean the Articles of Incorporation of the Association as they may be amended from time to time, on file with the Utah Division of Corporations.

"Assessment" shall mean those Assessments set forth in Article V of this Declaration.

"Association" shall mean and refer to PCRV Owners Association, a Utah non-profit corporation, its successors and assigns.

"Association Easement" shall mean those easements affecting each Lot as defined in Section 3.02 or shown on the Plat.

"Benefited Owner" is defined in Section 3.02.

"Board" shall mean the Board of Trustees of the Association.

"Bylaws" shall mean the Bylaws of the Association as may be amended from time to time, on file with the Association.

"Clubhouse" Shall mean Lot 2 and the clubhouse building and related improvements

and facilities located on Lot 2, including, but not necessarily limited to, the existing dog park and the pool facilities, which Lot 2 and building and related improvements are owned by Declarant, and operated by the Declarant for the use and benefit of all Owners as provided in Section 3.05 below.

"Common Area" shall mean all real property (including the improvements thereto) owned by the Association, managed for the benefit of all Owners, and designated on Lot 3 as Common Area on the Plat (as hereinafter defined).

"Declarant" shall mean and refer to Park City RV Resort, LLC, a Utah limited liability company, its successors and assigns.

"Declarant's Control Period" shall mean and refer to the period of time in which Declarant shall have the sole power and authority to appoint all of the members of the Board and all of the officers of the Association as further described in Section 4.04.

"Declarant's Lots" shall mean those Lots constituting part of the Park City RV Resort that are held and owned by the Declarant.

"Declaration" shall mean the easements, restrictions, covenants and conditions set forth in this instrument, as amended.

"Design Guidelines" shall mean the guidelines adopted by the Architectural and Landscape Committee as set forth in Section 7.03.

"Development" shall mean the motorcoach vehicle resort referred to as Park City RV Resort.

"Eligible Holder" shall mean the persons described in Section 8.01.

"Emergency" is defined in Section 4.05.

"Governing Documents" shall include, without limitation, this Declaration, the Articles and Bylaws for the Association, and any Rules and Regulations.

"Hazardous Substances" is defined in Section 6.19.

"Improvement" shall include the buildings, structures, improvements, roadways, parking areas, lighting fixtures, fences, walls, hedges, plantings, planted trees and shrubs, swimming pools, if any, and all other structures and landscaping of every type and kind upon the Property or any portion or parcel thereof.

"Lessee" shall mean any Person (as hereinafter defined) who rents or leases any Lot; provided, however, that nothing in this definition shall imply a right of any Owner to lease its Lot, except in accordance with all of the terms and provisions of this Declaration. Moreover, nothing in this definition shall imply that Declarant may or will engage or enter into long-term leases.

"Lot" shall mean and refer to each of the lots shown on the Plat, with the exception of the Common Area(s) and the Annexable Area (unless and until annexed).

"Manager", or **"Managing Agent"** or **"Management Contractor"** shall mean a party contractually engaged by the Association or Declarant and charged with the management of the Property.

"Member" shall mean and refer to any Person that is a member of the Association under the provisions of the Governing Documents.

"Mortgage" shall mean any mortgage, trust deed or deed of trust that encumbers any Lot.

"Mortgagee" shall mean any beneficiary of a Mortgage.

"Motorcoach Vehicle" or **"RV"** shall mean and refer to those vehicles that have been categorized by the Recreational Vehicle Industry Association ("RVIA"), and the Family Motorcoach Association ("FMCA"), as Class "A" motorcoaches and/or factory customized bus conversions, that: (a) are mobile, in accordance with the code of standards of the RVIA and FMCA; (b) are self-propelled, and completely self-contained; (c) are structured so that the driver's seat is accessible from the living area in a walking position, but not necessarily in an upright position; (d) contain a minimum interior height of 6 feet in the living areas; (e) have a minimum length of 25 feet, a maximum length of 45 feet and maximum width of 102 inches; (f) have a fixed roof, as opposed to the "pop-up" variety. Any Class "A" motorcoach that contains "slide-out" room additions is an acceptable Motorcoach Vehicle under this definition. Also, any Class "A" motorcoach that has an entertainment center, bar, barbecue, television, sink, ice maker, or cabinet that is an integral part of the motorcoach, and is built into the storage bays or the sub-basement, and which may or may not slide out on cantilevered rails is permissible under this definition of acceptable Motorcoach Vehicles.

"Notice" is defined in Section 10.06.

"Notice and a Hearing" shall mean a notice of time and an opportunity for a hearing as provided for in the Governing Documents.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a party of the Property, but excluding those having such interest merely as security for the performance of an obligation, such as a Mortgage.

"Permanent" is defined in Section 6.01.

"Persons" shall include a natural person, partnership, corporation, trust or other legal entity.

"Plat" shall mean the final plat of the Park City Private RV Resort, Phase II, recorded in the real property records of Summit County, Utah on September 2, 2005, at Entry No. 749576.

"Project" is defined in Section 1.02.

"Property" shall mean and refer to that certain real property located entirely in Summit County, Utah and more particularly described in ***Exhibit A*** attached hereto. The Property is further described in Section 3.01.

"Rules and Regulations" shall mean the rules and regulations adopted by the Board pursuant to Section 4.10.

"Utah Code" shall mean the Utah Code Annotated.

Article III: Property and Property Rights

3.01 **Description of Property.** The Lots and the Common Area, as depicted on the Plat and as particularly described in Exhibit A, and the Annexable Area if and when annexed, shall comprise the Property.

3.02 **Easements.**

(a) **Owners' Easements.** Every Owner shall have for himself, his family, his tenants and guests, a non-exclusive easement of use, enjoyment, ingress and egress in and to the Common Area. Each such non-exclusive easement shall be appurtenant to the respective Lots, and shall pass with titles to the Lots.

(b) **Limitation on Owners' Easement Rights.** The non-exclusive easements described above shall be subject to the provisions of this Declaration including, but not limited to, the following:

(i) The right of the Association to reasonably limit the number of Registered Guests of Owners using the Common Area;

(ii) The right of the Association to establish and enforce reasonable Rules and Regulations pertaining to the use of the Common Area;

(iii) The right of the Association, in accordance with the Articles, Bylaws, and this Declaration, to borrow money for the purpose of improving or repairing the Common Area and to hypothecate any or all of the real or personal property owned by the Association as security for such borrowed money;

(iv) The right of the Association to suspend the right of any Owner to use all or any portion of the Common Area because of the Owner's failure to pay any Assessment or to comply with the terms of this Declaration, the Rules and Regulations, or other Governing Documents;

(v) The right of the Association, acting through the Board, to grant easements, licenses, or rights-of-way, in, on or over the Common Area for purposes not inconsistent

with the intended use of the Property;

(vi) The right of the Association, acting through the Board, to reasonably restrict access to the Common Areas for the purposes of maintenance and landscaping; and

(vii) The right of the Declarant, for the benefit of the Board, the Association, and all agents, officers, and employees of the Association, to access the Common Area for the purpose of performing its duties and exercising its powers in accordance with this Declaration.

(c) Encroachment Easements.

(i) Each Lot, as the dominant tenement, shall have and is granted an easement over all adjoining Lots and Common Area, as the servient tenement, for the purpose of accommodating and maintaining any encroachment which occurs due to engineering errors, errors in original construction, settlement, or shifting of structures, or any other cause as long as the encroachment remains.

(ii) The Common Areas, as the dominant tenement, shall have an easement over adjoining Lots, as the servient tenements, for the purpose of accommodating and maintaining any encroachment due to engineering errors, in original construction, settlement or shifting structures, or any other causes.

(iii) In no event shall a valid easement exist pursuant to this Section 3.02(c) in favor of an Owner or the Association if the encroachment occurred due to the willful misconduct of the Owner or Association, respectively.

(iv) In the event a Lot or structure on the Common Area is partially or totally destroyed, and then repaired and rebuilt, minor encroachments over adjoining Lots and the Common Area shall be permitted and there shall be valid easements for the maintenance of the encroachment as long as they shall exist.

(d) Easements for Maintenance and Repair. Declarant hereby reserves for the benefit of the Board, the Association, and all agents, officers, and employees of the Association, non-exclusive easements for ingress; egress, and access on, over, and across the Common Area for performing its duties and exercising its powers in accordance with this Declaration.

(e) Association Easement. There are hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the Association. There is also hereby reserved to the Association a five (5) foot easement inside the perimeter boundary of each Lot, a ten (10) foot easement inside the boundary of each Lot contiguous to a paved roadway, and a ten (10) foot easement inside the back boundary of each Lot for maintenance uses, utility lines, and other matters incident to the operation of the Property (the "Association Easement"). For purposes of this Section 3.02(e), the term "back boundary" shall mean the boundary opposite the front driveway entrance to the Lot, and, for any irregular shaped Lots,

such as corner Lots, "back boundary" shall mean any boundary or boundaries of the Lot touching any back boundary on a contiguous Lot. No Improvements or other objects shall be constructed or placed on the Association Easement without the consent of the Board.

(f) Utilities Easement.

(i) Declarant expressly reserves the right to grant additional easements and rights of way over the Property to utility companies and public agencies, as necessary, for the purpose of constructing, operating, or maintaining utilities, including, but not limited to, electrical, cable television, telephone, public sewers, storm drains and pipes, water systems, sprinkler systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities. Such right of Declarant shall terminate upon the close of escrow for the sale of all Lots in the Development.

(ii) No such easement shall be granted if it would permanently, substantially, unreasonably interfere with the use, occupancy, or enjoyment by any Owner of his Lot or the Common Area(s).

(iii) If it becomes necessary to gain access to any of the utilities described in Section 3.02(e)(i) through a Lot owned by an Owner other than the Owner(s) of the Lot(s) served by such utilities, the Owner(s) of the Lot(s) served by such utilities (the "**Benefited Owner**") shall have the right, and is(are) thereby granted an easement therefore, to enter upon such other Lot or to have utility companies enter upon such other Lot, to repair, replace, or maintain said utilities. In the event that any damage is proximately caused by such entry, the Benefited Owner(s) shall pay the cost of repairing the damage if the utility company fails to do so.

(g) Emergency Repairs Easement. In addition to all other easements reserved or granted herein, there is hereby reserved to the Association an easement across each Lot as is necessary to permit a reasonable right of entry onto each Lot for the purpose of permitting emergency repairs or to do other work reasonably necessary for the proper maintenance of the Development.

(h) Drainage Easement. There is hereby reserved over the Common Area and over each Lot reciprocal easements for drainage according to the drainage patterns created or required by the grading plans for the Development approved by Summit County, Utah, as well as the actual, natural, and existing patterns for drainage. Each Owner covenants that if it becomes necessary to alter the pattern of water drainage over his Lot for the protection of this Lot, such Owner shall do so in a manner that will not harm or increase the burden on any adjacent Lots or Common Area.

(i) Declarant's Easement for Completion of Improvements. Declarant expressly reserves for its benefit a non-exclusive easement for ingress, egress, access over and across the Property, or any portion or parcel thereof, to complete any Improvement, or to complete any Lot(s), which Declarant deems desirable to implement Declarant's development plan for the Property.

(j) Maintenance Obligation of Owners. It shall be the duty of each Owner at its sole cost and expense, subject to the Association's obligations set forth herein and the provisions

of this Declaration requiring approval of the Architectural and Landscape Committee, to maintain, repair, replace, restore (including any maintenance, repairs, replacement or restoration required as a result of any damage or destruction of the Property by casualty or otherwise) all Motorcoach Vehicles, Improvements and landscaping located on its Lot and the Lot itself in a neat, sanitary and attractive condition and in accordance with the Rules and Regulations of the Association and this Declaration. If any Owner shall permit any Motorcoach Vehicle, Improvements or the Lot to fall into disrepair or to become unsafe, unsightly, or unattractive, or otherwise in violation of its Declaration, the Association shall have the right to seek any remedies at law or in equity it may have. In addition, the Board shall have the right, but not the duty, if such unacceptable maintenance is not corrected within thirty (30) days of written Notice from the Association (or such longer period if reasonably necessary under the circumstances provided the Owner is diligently pursuing such maintenance) to enter upon such Owner's Lot and make such repairs and perform such maintenance and charge the costs thereof to Owner. Such costs shall be enforced, including penalties, fees, and costs, as an Assessment against the Lot pursuant to Article V.

(k) Ingress and Egress Easement. Declarant hereby expressly reserves for itself, its successors, assigns, and any future owner of the Annexable Area, for the benefit of the Annexable Area, a perpetual, non-exclusive easement for ingress, egress, and parking, as depicted on the Plat as the "Ingress and Egress Easement". The expense and effort of maintaining and insuring the Ingress and Egress Easement shall be shared equally by the Association and the owner(s) of the Annexable Area. The Ingress and Egress Easement shall be maintained in its present condition, suitable for purposes of ingress, egress and parking for Declarant, the owner(s) of the Annexable Area, and all of their respective guests, licensees or invitees, until such time as this Parking Easement is expressly terminated in writing by the owner(s) of the Annexable Area.

3.03 Association Property.

(a) Conveyance of Association Property. The Declarant hereby covenants for itself, its successors and assigns, that prior to the conveyance of the first Lot in the Property to an Owner (not the Declarant), that it will convey title to the Association Property to the Association free and clear of all encumbrances and liens, except utility easements, covenants, conditions, and reservations then of record. Similar conveyances shall be made to the Association prior to the time of the conveyance to an Owner (not the Declarant) of the first Lot in each subsequent phase of the Development.

(b) Common Area Ownership. The Common Area shall be owned by the Association in fee simple, for the use, enjoyment and convenience of the Owners and shall contain the roadways, walkways, recreational areas, parking areas, maintenance area, storage and trash areas, utility easements and all other areas not constituting the Lots. Each Lot and its Owner shall have a non-exclusive easement over all of the Common Area, and such easement is hereby granted, transferred and conveyed to all Owners by the Declarant for the benefit of the Lots, the Owners of the Lots, and each of them, and for their respective families, guests and invitees for all of the foregoing purposes.

(c) Use. Each Member of the Association who resides in the Property, and the members of their family, their guests and invitees and each Lessee of a Lot, shall be entitled to

use the Association Property, subject to:

- (i) The right of the Association to charge reasonable dues, use fees and other fees for those facilities or amenities for which fees are normally charged or assessed;
- (ii) The right of the Association to suspend the use of any Association Property by any Member or Lessee and their respective families, guests and invitees for any period during which any Assessment against a Lot remains past due and unpaid; and, after Notice and a Hearing by the Board, the right of the Association to invoke any remedy set forth in this Declaration, including without limitation, Section 4.07 and 5.07;
- (iii) The right of the Association to require that security deposits be made and deposited with the Association to secure all sums, and to guarantee performance of all duties, due and owing or to become due and owing to the Association;
- (iv) Such rules and regulations for the use of the Association Property as may be imposed by the Association from time to time;
- (v) The right of Declarant to use the Association Property and Common Areas for sales, resales, leasing, development and related activities pertaining to Park City RV Resort; and
- (vi) The development, use and enjoyment of the Ingress and Egress Easement by Declarant and/or the owner(s) of the Annexable Area.

(d) Maintenance of Association Property. Except as otherwise expressly stated herein, the Association shall be responsible for all of the costs and maintenance of Association Property. The Association may, at any time, and without any approval of the Owners being required:

- (i) reconstruct, repair, replace, or refinish any structure, fixture, or facility located on the Common Area or any portion thereof;
- (ii) construct, reconstruct, repair, replace, or refinish any road improvement or surface upon any portion of the Common Area used as a road, street, walk or parking area;
- (iii) replace injured and diseased shrubs or other vegetation on the Common Area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary;
- (iv) place and maintain upon any such area such signs, markers and lights as the Board may deem appropriate for the proper

identification, use, and regulation thereof;

- (v) remove all papers, debris, and refuse from the Common Area and wash or sweep paved areas as required, and clean and revamp lighting fixtures as needed;
 - (vi) repaint striping, markers, directional signs, and similar devices as necessary;
 - (vii) pay all real estate and personal property taxes and Assessment on the Common Area;
 - (viii) pay all electrical, water, gas, sewer, trash collection, telephone, cable television and other utility charges or fees for services furnished to the Common Area or to the Lots, except where such services are provided to the Lots and are billed to the Owners individually;
 - (ix) pay for and keep in force at the Association's expense public liability, casualty, and fire insurance with companies acceptable to the Board in amounts and with limits of liability desired by the Board, such insurance to name the Association as named insured;
 - (x) impose and collect regular and special assessments, maintenance fees, and other fees and enforce the right to collect the same as permitted by Utah Code;
 - (xi) to the fullest extent permitted by Utah Code, to borrow money, enter into contracts, including installment contracts and long term leases, as required by the Association for purposes of financing capital expenditures and improvements as required by the Association, and to encumber the Association Property as security for the same;
 - (xii) do all such other and further acts that the Board deems necessary or advisable to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes for use and enjoyment of the Property described in this Declaration;
 - (xiii) the Board shall be the sole judge as to the appropriate maintenance of all portions of the Common Area; and
 - (xiv) nothing herein shall be construed so as to preclude the Association from delegating its powers set forth above to a Manager, including a professional management company.
- (e) Improvement on Common Area. Any other provision of this Declaration to

the contrary notwithstanding, until Declarant has sold ninety percent (90%) of the Lots, no land within the common Area may be improved by any Improvement, used or occupied except in such manner as shall have been approved by Declarant in its sole and absolute discretion. Declarant may delegate its right to grant such approvals to the Board. No approval shall be granted that would be in contravention of the zoning or other local regulation then in effect in the area in question.

(f) Damages.

- (i) Each Owner shall indemnify and hold the Association harmless without limitation on any claims arising from the negligence or willful misconduct of that Owner, his family members, relatives, guests, or invitees, for damages sustained on the Common Area(s), including any costs incurred in defending against such claims.
- (ii) An Owner may carry personal liability and property damage insurance with respect to his or her Lot as he or she may desire. However, any such policy shall include a waiver of subrogation clause acceptable to the Board and to any Mortgagee of the Owner's Lot.

(g) Damage and Destruction. In the case of destruction of or damage to Association Property by fire or other casualty:

- (i) Liberty to Reconstruct. If the cost to repair or replace the Association Property, over and above all insurance proceeds, is less than \$20,000, the Board may, without the consent of the Members, determine to repair or replace the damaged property with property substantially the same as that destroyed or damaged.
- (ii) Decision to Reconstruct. If the cost to repair or replace the Association Property, over and above all insurance proceeds, is equal to or greater than \$20,000 and the Board determines to rebuild any Association Property destroyed or damaged in the form substantially the same as that destroyed or damaged, it shall prepare plans and obtain bids following the notice proceeding for a special Assessment as set forth in Article V hereof. The Board shall submit the plans and bids to the Members for approval, which approval shall require the affirmative vote of over fifty percent (50%) of the Members entitled to vote. The Board will modify the plans until the required vote is obtained or the restoration becomes subject to subsection 3.03(g)(i) or (ii) hereof. If approved, the Board shall cause the repairs or replacements to be done and assess the Members for the costs as a special Assessment.
- (iii) Decision Not to Reconstruct. If the Board determines not to rebuild any Association Property so destroyed or damaged or to build

facilities substantially different from those that were destroyed or damaged, it shall submit its decision to the Members for their approval or disapproval, which approval shall require the consent of eighty percent (80%) of the Members entitled to vote. If the Members elect to approve the decision, the Board shall act accordingly; but if the Members do not approve the decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility pursuant to subsection 3.03(g)(i) or (ii) hereof.

- (iv) Damage During Declarant Control Period. Should any Association Property become destroyed or damaged before Declarant has sold all of the Lots, the Association shall rebuild or repair such Association Property in a manner consistent with its original condition as constructed by Declarant.
- (v) Damage or Destruction by Owner. In the event any portion of the Common Area is damaged or destroyed through the negligence or willful misconduct of an Owner, or an Owner's guests, tenants, licensees, or agents, the board may repair said damaged area. In the event the Board determines to repair said damage, the amount necessary for such repairs shall be paid by the Owner, upon demand, to the Board. If said amounts are not immediately paid, they shall be deemed to be Assessments, and the Board may enforce collection of some in the same manner as provided in Article V hereof for collection and enforcement of Assessments.

3.04 Special Declarant's Rights. Declarant and its agents shall have the following rights and privileges, for a period of ninety-nine (99) years, unless a shorter period is noted below:

(a) Easement for Repairs. A non-exclusive easement over the Association Property for the purpose of making repairs to the Association Property and the Lots if access thereto is not reasonably available, until such time that all phases of the Property are fully developed;

(b) Easement for Sales. A non-exclusive easement over the Association Property (which easement shall extend to the sales agents, customers, prospective customers, guests, and representatives of Declarant) for sales, display, access, ingress, egress, exhibits, and other purposes deemed useful by Declarant and its agents in advertising and promoting the sales of the Lots;

(c) Easement for Development: A non-exclusive easement over the Association Property (in favor of Declarant and its agents, contractors, and licensees) for access, ingress, and egress over, in, upon, under, and across the Property, including the right to store materials thereon and make such other use as shall be reasonable, necessary, or incidental to Declarant's development of the Property, until such time as all phases of the Property (including the Annexable Area) are fully developed;

(d) Right to Rent Lots Owned by Owners. Declarant shall have for a period of ninety-nine (99) years from the date of this Declaration, the exclusive right, in the absence of use by the Owner of his registered and approved guest, to rent Lots which are a part of the Development at scheduled rates promulgated from time to time by Declarant, as described in greater detail in Section 6.04.

(e) No Amendment. The provisions of this Section 3.04 may not be amended in any manner without the prior written consent of Declarant.

3.05 Clubhouse. Declarant hereby grants to the Owners the right to the non-exclusive use of the Clubhouse, and Declarant agrees to operate and maintain (including minor repair) the Clubhouse for the benefit of all Owners, subject to and in accordance with such reasonable rules, regulations and requirements imposed by Declarant from time to time. The costs and expenses of the forgoing shall be paid in accordance with Allocated Interests under Section 4.04 below and Declarant shall bill all Association Owners for their respective shares through the Association, and the Association shall be responsible for the timely collection of the same from its Owners and the payment of the same to Declarant.

Article IV: Owners Association; Membership and Voting Rights

4.01 Association.

(a) Organization. The Association is a non-profit Utah corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in the Governing Documents. In the event of any conflict between the language of this Declaration and the Articles, Bylaws, or any other Governing Documents, the provisions of this Declaration shall control.

(b) Successor Associations. In the event that the Association, as a corporate entity, is dissolved, a non-profit unincorporated association shall forthwith and without further action or notice be automatically deemed to be formed and shall succeed to all the rights and duties of the Association hereunder. The affairs of said unincorporated association shall be governed by the laws of the State of Utah and, to the extent not inconsistent therewith, by the Governing Documents of the Association as if they were created for the purpose of governing the affairs of an unincorporated association. In the event the unincorporated association is formed pursuant to this subsection, the appropriate officers of the Association or of the successor association shall take all reasonable efforts to restore or reincorporate the Association as a non-profit Utah corporation.

4.02 Construction Consistent with Law. This Declaration and all subsequent actions by the Association shall be construed whenever possible so as to be consistent with all applicable laws, federal, state and local.

4.03 Membership Rights. All Owners, including Declarant, shall be Members of the

Association. Each Owner shall automatically be a Member of the Association without the necessity of any further action on its part, and membership in the Association shall be appurtenant to and shall run with the ownership of each Lot thus qualifying each Owner to membership in the Association. Membership in the Association may not be severed from or in any way transferred, pledged, mortgage or alienated except together with the title to the Lot(s), ownership of which qualifies the Owner thereof to membership, and then only to the transferee of title to said Lot. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void *ab initio*. Subject to any restriction on voting contained in this Declaration, and subject to the Articles, each Member or group of Members shall be entitled to one (1) vote for each Lot owned by that Member or group of Members; provided, that notwithstanding anything else contained herein, there shall be no more than one (1) vote recognized for each Lot.

4.04 Allocated Interests. The Allocated Interest for each Lot shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of platted lots within the Project. The Allocated Interests shall not be reduced in the event of merger of the Lots; however, the Allocated Interests may be reduced in the event the Annexable Area (or portion thereof) is annexed into the Project and the number of Lots is increased. Each Allocated Interest shall be entitled one (1) vote, which shall be cast as a single vote and shall not be subject to fractional voting. The Association shall not be assigned any allocated interests or votes for Lots owned by the Association.

4.05 Control of Association.

(a) Declarant's Control Period. Notwithstanding any other provision of this Declaration or of the Articles or Bylaws of the Association and subject to Section 4.04(b), there shall be a period of Declarant control of the Association during which Declarant or persons designated by Declarant, may appoint and remove any and all of the members of the Board and the officers of the Association ("Declarant's Control Period"). Declarant's Control Period shall terminate no later than the earlier of:

(i) the sixth anniversary of the recordation of the Original Declaration; or

(ii) after Lots to which three-fourths (3/4) of the undivided interest in the Common Area appertain have been conveyed to Owners, or after all the Annexable Area (or portion thereof) has been added to the Development, whichever last occurs;

provided, however, that Declarant may, but is not obligated to, voluntarily surrender the right to appoint and remove officers and Board members as provided herein before the termination period set forth above, provided that the Declarant may require that specified actions of the Association or the Board require Declarant approval prior to becoming effective. Such surrender of rights shall only be by a recorded instrument.

(b) Termination of Declarant's Control. Upon termination of Declarant's Control Period, one hundred percent (100%) of the members of the Board shall be elected by Owners based upon their respective voting power within the Association.

4.06 Duties of the Association. The duties and powers of the Association are those set forth in this Declaration and the Governing Documents, together with its general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Utah may lawfully do which are necessary or proper to ensure the peace, health, comfort, safety, and general welfare of the Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration and the Governing Documents.

4.07 Non-Liability and Indemnification.

(a) Non-Liability. Except as otherwise required by law, no right, power, or responsibility conferred on the Board by the governing Documents shall be construed as a duty, obligation, or responsibility charged upon the Board, any member of the Board, or any other officer, employee, or agent of the Association. No member of the Board shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such Board Member's acts or omissions within what that Person reasonably believed to be the scope of his Association duties (the "Official Acts"), except to the extent that such injuries or damage result from such Person's willful or malicious misconduct. No such Person shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such Person's Official Acts, except to the extent that such injuries or damage result from such Person's negligence or malicious misconduct.

(b) Indemnity for Third Party Action. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, employee, servant or agent of the Association or member, manager or agent of Declarant, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding unless and until it is proved that he or she acted with willful or wanton misfeasance or with gross negligence and provided he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or Declarant, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or Declarant, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Declarant, the Association, members of the Board, the Manager and/or Management Contractor are not liable to the victims of crimes which may occur in the Property. Punitive damages may not be recovered against Declarant, the Association, Board members, the Manager and/or Management Contractor but may be recovered only from persons whose intentional activities are proved to have resulted in damages.

(c) Owner Indemnification. Each Owner shall indemnify and hold the Association harmless without limitation from any and all claims arising from the negligence or

willful misconduct of that Owner, his family members, relatives, Registered Guests, or invitees, for damages sustained on the Common Area(s), including any costs incurred in defending against such claims.

(d) Determination. Any indemnification which the Association has elected to provide under this Section (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the officer, director, employee, servant or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 4.06(b). Such determination shall be made: (i) by the Board by a majority vote of a quorum of directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Association or Declarant has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 4.06(b), or in defense of any claim, issue or matter therein, then, to the extent that the Association has elected to provide indemnification, he or she shall automatically be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith the necessity of any such determination that he or she has met the applicable standard of conduct set forth in Section 4.06(b).

(e) Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceedings may, upon action by the Board in accordance with Section 4.06(b), be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Section.

(f) Insurance.

- i. By the Board. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, servant, or agent of the Association or Declarant, against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise.
- ii. By each Owner. Each Owner shall carry personal liability and property damage insurance with respect to his or her Lot with coverage at least equal to one hundred thousand dollars (\$100,000.00) or the replacement value, whichever is higher. All such policies shall include a waiver of subrogation clause acceptable to the Board.

(g) Other Coverage. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Declaration, agreement, vote of the Members, vote of disinterested directors,

Utah law, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such a person.

4.08 Rules and Regulations.

(a) Rulemaking Power. The Board may, from time to time and subject to the provisions of this Declaration, propose, enact and amend rules and regulations to be known as the "**Rules and Regulations**," which may include a schedule of fines, which relate to the management, operation and control of the Association, the Common Area. Such rules may concern, but need not be limited to: matters pertaining to use of the Common Area; signs; collection and disposal of refuse; minimum standards of maintenance of property; parking and traffic restrictions; limitations or maintenance of landscaping or other improvements on any property; limitations on furniture, fixtures, equipment and other objects maintained on Lots in view of other Owners; limitations on the number and types of animals that may be allowed on the Property; and any other subject or matter within the jurisdiction of the Association as provided in this Declaration. The Rules and Regulations may restrict and govern the use of Common Area by any Members, by the family of such Member or Lessee or by any invitee or licensee of such Person. Declarant retains the right to establish rules relating to the use of any portion of the Common Area owned by it until annexation and conveyance to the Association and the Association may incorporate such rules in its Rules and Regulations; the right of an Owner or the Board to enforce the Rules and Regulations is limited to those Owners that are subject to this Declaration.

(b) Notification of Rules. A copy of the Rules and Regulations, as they may be from time to time adopted, amended or repealed, shall be mailed or otherwise delivered to each Member and may be recorded. The recordation of the Rules and Regulations shall have the same force and effect as if they were set forth in and were a part of this Declaration. No Rules may be adopted which materially impair the rights, preferences, or privileges of any Owner as specifically set forth herein.

(c) Breach of Rules and Restrictions. In the event of a breach of any of the Rules and Regulations or of any of the Restrictions contained in this Declaration by an Owner, its family, Registered Guests, Lessees, invitees or licensees, the Board, for and on behalf of itself and all other Owners may, in its sole discretion, take any of the following actions: (i) if the breach or violation is determined by the Board to be largely immaterial or non-substantive, take no action; (ii) give a warning to the breaching Owner to cease and desist from taking all such actions; or (iii) enforce the obligations each Owner to obey the Rules and Regulations or the restrictions of this Declaration in any manner provided by law or in equity, including, but not limited to, appropriate hiring of legal counsel, the pursuing of legal action, or suspension of the Owner's right to use the facilities of the Common Area or suspension of the Owner's voting rights, provided, however, that such suspension may not be for a period in excess of thirty (30) days, after Notice and a Hearing, for an infraction of the Rules and Regulations. In addition to the other remedies herein set forth, including without limitation, assessing the cost of repair of any damage resulting from an infraction of the Rules and Regulations, the Board, by majority vote,

may levy a fine against such Owner, after Notice and a Hearing prior to imposing any penalty provided herein for breach of any Rules and regulations or any of the restrictions contained in this Declaration, the Board shall provide the Owner with Notice and a Hearing, which Notice must specify the nature of the infraction. In the event that the Board determines that an infraction has occurred and that a penalty shall be imposed, after a reasonable opportunity for a hearing has been provided, the determination of the Board shall be final. In the event legal counsel is retained or legal action is instituted by the Board pursuant to this paragraph, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, and reasonable attorney's fees.

(d) Fines. Every fine must be commensurate with the severity of the violation. Additionally, if the violation does not threaten the health and welfare of the Development, the fine must not exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per month for each violation (as adjusted for inflation from the date of this Declaration going forward), or such other amount as approved by the Board from time to time; provided, however, that the management fee charged by the Board to cure any breaches or violations by Owners shall not be deemed to constitute a "fine" subject to the limitations set forth herein. The Rules and Regulations may be enforced by the Assessment of a fine only if: (a) the Person alleged to have violated the Rules and regulations has received Notice of the alleged violation that informs him of his opportunity to request a hearing on the alleged violation, and; (b) or at least thirty (30) days before the alleged violation, said Person was given written Notice of the rule or regulation (or any amendment to the Rule or Regulation) that the Person allegedly violated. If a fine is imposed pursuant to this Section and the violation is not cured within fourteen (14) days or such longer cure period as the Board establishes, the violation shall be deemed a continuing violation and the Board may thereafter impose an additional fine for the violation of each seven (7) day period or portion thereof that the violation is not cured. Any additional fine may be imposed without Notice and a Hearing. The Secretary of the Association shall prepare and cause to be hand-delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner, a schedule of the fines that may be imposed for particular violations of the Declaration, Rules and Regulations, and other governing documents of the Association. The Association may foreclose a lien for the Assessment of a fine violation of the Declaration, Bylaws, or Rules and Regulations.

4.09 Liability of Members of Board. No member of the Board shall be personally liable to any of the other Board members, to the Owners or to any other Person, including Declarant, for any error or omission of the Association, its representatives and employees, or the Architectural and Landscape Control Committee, provided that such Board member has, upon the basis of such information as may be possessed by him, acted in good faith.

4.10 Amendment. Notwithstanding anything to the contrary contained in this Declaration, the provisions of this Article IV shall not be amended without the vote or written consent of sixty-seven percent (67%) of all the Owners, unless the affirmative vote of a higher percentage of the Owners is required to take action pursuant to a Section, whereupon such higher percentage shall be required to amend such Section.

Article V: Covenant for Maintenance Assessments

501 Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot, by acceptance of a deed therefore, covenants and agrees to pay to the Association annual assessments, special assessments, and other assessments (collectively, the "Assessments") authorized pursuant to this Declaration or Utah Code that may be enacted by the Board, such Assessments to be established and collected as hereinafter provided. The Assessments, interest, costs and reasonable attorneys' fees incurred in collecting the Assessments, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not be extinguished upon the sale or the conveyance of a Lot and any purchaser of a Lot shall not be liable for any unpaid Assessments or fee greater than the amounts set forth in the statement of unpaid Assessments required by Section 5.07.

502 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners in the Development and for the operation, improvement, repair, maintenance and replacement of the Common Area, the Clubhouse and the Access Easement, and for all operating expenses of the Association.

503 Assessments. The Board shall fix the annual Assessment at an amount sufficient to cover the estimated budget of the Association prior to the beginning of each fiscal year, including the estimated cost of the Clubhouse membership and to improve and maintain the Access Easement. The Board may increase the annual Assessment by up to twenty percent (20%) of the previous year's annual Assessment without the consent of the Owners; provided, however, that any increase in the annual Assessment of more than twenty percent (20%) of the previous year's annual Assessment may be approved without the consent of the Owners to the extent that the increase, or a portion of the increase, is the result of the annexation of development of the Annexable Area or any other real property that does not constitute the Property, although such increase shall reasonably reflect the increase in Association costs resulting from such annexation or development. The Board shall, not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association, prepare and distribute to each Owner a copy of the budget for the daily operation of the Association. The budget must include, without limitation, the estimated revenue and expenditures of the Association for the coming year and any contributions to be made to the reserve funds established by subsection 5.03(a) hereof. In lieu of distributing copies of the budget, the Board may distribute summaries of the budget, accompanied by a written notice that the budget is available for review at the business office of the Association or other suitable location and that copies of the budget will be provided upon request.

(a) Reserve. The annual Assessment of the Association shall, in addition to being sufficient to cover anticipated expenses, include adequate reserves for the repair, replacement, and restoration of the major components of the Common Area, the Access Easement, and the Clubhouse. The reserve funds may be used only for those purposes only, not for daily maintenance. Money in the reserve accounts may not be withdrawn without the signatures of at least two (2) members of the Board.

Once every six (6) years, the Board shall conduct a reserve analysis to study the adequacy of the reserves required by this Section and Utah Statute § 57-8a-211, as amended, and make any adjustments it deems necessary to maintain the required reserves. The study must be conducted by a person qualified by training and experience to conduct such a study, including a member of the Board, an Owner, or the manager of the Association who is qualified. The study must include, without limitation: (u) a summary of an inspection of the major components of the Common Area and Access Easement that the Association is obligated to repair, replace, or restore (or pay for their pro rata share of the same); (v) an identification of the major components of the Common Area and Access Easement that the Association is obligated to repair, replace, or restore (or pay for their pro rata share of the same) which have a remaining useful life of less than thirty (30) years; (w) an estimate of the remaining useful life of each major component so identified; (x) an estimate of the cost of repair, replacement, or restoration of each major component so identified; and (y) an estimate of the total annual Assessments that may be required to cover the cost of repair, replacement, or restoration of the major components so identified after subtracting the reserves of the Association as of the date of the study.

Annually, the Board shall provide a copy of the reserve fund balance, reserve fund budget, and a summary of the most recent reserve analysis or update.

(b) Increases of Annual Assessments. Except as stated in this Section 5.03, the annual Assessment may not be increased by more than twenty percent (20%) of the annual Assessment for the previous year without a vote or written consent of fifty-one percent (51%) of the Members and Declarant; provided, however, that following the termination of Declarant's Control Period, any such increase shall only require the vote or written consent of fifty-one percent (51%) of the Members. In the event that the annual Assessment is increased by more than twenty percent (20%) of the previous year's annual Assessment, the Board shall, within thirty (30) days after the adoption of any proposed budget, provide a summary of the budget to all Owners and shall set a date for a meeting of Owners to consider and ratify the budget not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Notwithstanding the foregoing, any increase in the annual Assessment of more than twenty percent (20%) of the previous year's annual Assessment may be approved without the consent of the Owners to the extent that the increase, or a portion of the increase, is the result of the annexation or development of the Annexable Area or any other real property that does not constitute the Property, although such increase shall reasonably reflect the increase in Association costs resulting from annexation or development.

(c) Inadequacy of Annual Assessment. In the Board's sole discretion, should the annual Assessment be inadequate for any reason, including, without limitation, nonpayment of any Member's annual Assessment, or the occurrence of extraordinary expenses not reasonably foreseeable at the time the Board prepared proforma budgets to provide for the Association's cost and expenses, the Board may at any time and from time to time levy further Assessments in the same manner as described in Section 5.03(b).

(d) Financial Statement. A financial statement for the Association shall be prepared each fiscal year, which shall include a balance sheet and profit and loss statement showing the profit and loss of the Association and the funds held in reserve by the Association.

504 Special Assessments. In addition to the annual Assessments authorized above, the Board may levy special Assessments for the purpose of acquisition, construction, reconstruction, repair or replacement of a capital Improvement upon the Common Area, including fixtures and personal property related thereto of for any other reason deemed necessary by the Board (collectively, the "Special Assessments"). Any Special Assessment pertaining to capital improvements upon the Common Area must be approved by a majority of the Members and Declarant until Declarant's Control Period has ended (at which time approval by a majority of the Members is all that shall be required). The Association shall provide written notice to Owners of any meeting at which a Special Assessment for capital Improvements is to be considered at least twenty-one (21) calendar days before the meeting.

505 Notice of Special Assessments; Time for Payment. The Association may, in its sole discretion, give written Notice of Special Assessments to each Owner, which Notice shall specify the purpose and amount of the Special Assessment and the date or dates of payment of the same. No payment shall be due fewer than fifteen (15) days after the written Notice has been given. Failure of the Association to give Notice of the Special Assessment shall not affect the liability of the Owner of any Lot, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after the notice shall have been given.

506 Apportionment of Common Expenses. Except as expressly provided in this Declaration, all Assessments, including Special Assessments, for Common Expenses shall be assessed against all Lots in accordance with the Allocated Interests formula for the Common Expenses as set forth in Section 4.04.

507 Collection of Assessments. Regular Assessments shall commence on the first day of the first month following the close of the first sale of a Lot by Declarant to an Owner other than Declarant. Both regular and Special Assessments must be fixed at a uniform rate for all Lots and shall be billed and collected on a monthly basis or as determined by the Board.

508 Unpaid Assessments. The amount of any delinquent Assessment, whether regular or special, assessed against any Lot and a late payment charge of ten percent (10%) of the delinquent Assessment, plus interest on such Assessment and charge at a rate not to exceed eighteen percent (18%) per annum simple interest, and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Lot. Such Lien shall, except as provided in this Article V, survive and not be affected by the conveyance of a Lot to a third-party purchaser. Such lien shall be created in accordance with the Utah Code and shall be foreclosed in the manner provided for in the Utah Code for judicial or non-judicial foreclosure of mortgages, as the same may be now or hereafter in effect. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee (during the first five years of this Declaration such fee shall not exceed TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00)). In addition to foreclosure of the Assessment lien, the Association may, but is not obligated to, bring an action to recover judgment against the Member personally obligated to pay the delinquent regular or special Assessment after having provided to that Member thirty (30) days written notice of the delinquency. Any Owner's

voting rights and right to use the Common Area shall be automatically suspended during any period any Assessment due from such Owner is delinquent. A Lot Owner shall be deemed delinquent in the payment of an Assessment if such Owner fails to pay any Assessment or portion thereof within thirty (30) days of when such Assessment is due and payable. In the event an Assessment is delinquent for more than fifteen (15) days, the Board may declare the total amount assessed against the Owner and the Lot for that fiscal year to be immediately due and payable. Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to First American Title Insurance Company, with power of sale, the Project and all improvements to the Project for the purpose of securing payment of assessments under the terms of this Declaration.

5.09 Annual Assessments Paid by Declarant. Beginning at such time that Assessments shall be assessed against any Lot, Declarant shall pay all Assessments on all Lots owned by the Declarant (but not on the Annexable Area until both of the following shall occur: (a) such Annexable Area or portion thereof is actually annexed to and becomes a part of the Property; and (b) the first day of the month following the close of the first sale by Declarant to an Owner other than Declarant of a Lot within that particular portion of the Annexable Area).

5.10 Uniform Assessments. Each Lot owned by Declarant or an Owner shall be assessed the same as any other individual Lot, except as otherwise provided in this Declaration.

Article VI: Permitted Uses and Restrictions

In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following:

6.01 Use. Except as expressly provided herein, the Lots shall be used exclusively for the parking and use of Motorcoach Vehicles. The construction, maintenance, or use of permanent residential structures on the individual Lots is prohibited. Permanent residential occupancy is hereby prohibited. "**Permanent**" as used herein shall mean continuous occupancy of a Motorcoach Vehicle on a Lot by a person that extends more than thirty (30) consecutive days or such shorter period as may be proscribed by any laws or ordinances restricting permanent occupancy on the Property. Lot Owners and their guests, successors, and assigns are prohibited from erecting or placing on any Lot any structure, vehicle or other object other than a Motorcoach Vehicle. Such prohibited structures, vehicles or objects include, without limitation:

(a) Permanent screened rooms, carports, awnings, fences, pools, Jacuzzis, spas, bathing facilities, satellite dishes, sporting equipment, lights, animal shelters, gates, clotheslines, or any type of permanent extended overhang;

(b) Mobile homes and "park model RVs";

(c) Any structure that cannot be readily transported by the Motorcoach Vehicle of the Owner of the Lot.

(d) Any structure placed on the Lot on blocks, or other supports which are permanent or semi-permanent in nature or any structure with removed hitches;

(e) Any structure or plumbing or electrical facilities (other than plumbing and

electrical facilities installed by Declarant or the Association) not intended to be temporary or readily movable; and

(f) Any structure designated, intended or used as permanent living quarters or a primary residence.

The provisions of this Section 6.01 do not prevent the erection of tables, benches, and grills; however, no personal property except as provided in the immediately preceding clause shall be permitted to remain where it can be seen by other Owners or visitors to the area, except when the Lot is actually in use. This requirement shall not apply to any permissible vehicle or trailer, which may be allowed to remain on a Lot even though not in use for a maximum period of (6) month from the date last used for occupancy.

6.02 Animals. No animals of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in violation of any applicable local ordinance or any other provision of this Declaration. A "reasonable number" for purposes of this Section shall mean three (3) or fewer pets per Lot. If an animal is not confined within the RV, the animal must be leashed and under direct control of the Owner or Lessee. It shall be the absolute duty and responsibility of each Owner or Lessee to hold harmless and repair any damage caused by any of its pets and to clean up any solid animal waste after such animals have used any portion of the Property or any public property in the vicinity of the Property. No pet shall be permitted to be kept within any portion of the Property if it makes excessive noise or is otherwise determined by the Board in its sole and absolute discretion to be a nuisance. If any pet is determined to be a nuisance, the Board may give notice to the Owner or Lessee to resolve the offending problem within seventy-two (72) hours, and if the owner or tenant does not resolve the problem during that period of time, order the removal of such pet(s).

6.03 Commercial Activities. The Lots are to be used for recreational purposes only, and no part of the Development and no Lot shall be used in any way for any business, professional, commercial, manufacturing, mercantile, storing, vending, industrial, or other non-recreational purpose or any other purpose prohibited by applicable law, rule, ordinance or regulation; provided, that an Owner shall have the right to rent its Lot as set forth in Section 6.05 below. Notwithstanding the foregoing, Declarant may use any Lots owned by Declarant and the Common Area to maintain reasonable construction, sales, resales, commercial, and rental operations together with rental of the Owners' Lots as described in Section 6.05 below. This provision may not be amended or deleted without the approval of all the Members and of Declarant.

6.04 Rental of Lots. No restrictions are placed on an Owner's right to sell his Lot. However, the Declarant shall have for a period of ninety-nine (99) years from the date of this Declaration, the exclusive right, in the absence of use by the Owner or his registered and approved guest, to rent Lots which are a part of the Development at scheduled rates promulgated from time to time by Declarant. The Declarant shall retain for its services forty percent (40%) of the gross amount of rental collected on any Lot with the remaining sixty percent (60%) reserved for the benefit of the Owner. As partial consideration for the aforementioned rental rights, Declarant shall undertake an advertising program to promote the rental of Lots, both those Lots owned by Declarant and those Lots owned by other Owners. A person cannot qualify as a guest of the Owner

if he pays any charge or fee to the Owner directly or indirectly, for the privilege of occupying the Lot. Any such charge or fee constitutes prohibited rental, regardless of whether it shall be designated a "contribution", a "voluntary gift" "reimbursement for lot expenses", or words of similar import, and is in violation of this Section. The exclusive right of Declarant to rent Lots that are a part of the Development shall be binding on each Owner, his agents, representatives, successors, assigns, servants and employees and any persons working in concert with him, directly or indirectly, and such exclusive right is a covenant running with the land of each Lot for the term of ninety-nine (99) years. The Association and the Owners recognize and hereby specifically agree to the rights granted to Declarant hereby, and that such exclusive rights are essential to the integrity of the overall rental program administered by Declarant, both at the Development and at other similar projects developed by Declarant its affiliates or subsidiaries. The Association and Owners are cognizant of the need for consistent administration and uniform promotion and maintenance of Declarant's image, and therefore recognize and acknowledge that the rights of Declarant as set forth in this Section 6.04 go to the essence of Declarant's agreement with the Association pursuant to this Declaration. The Association and Owners further acknowledge that the primary intention of the Development and this Declaration is to create and maintain a luxury motorcoach vehicle resort in which there are no permanent or semi-permanent structures and in which the **Lots**, in the absence of use by the Owner or his designated and approved guest, are to be made available for rental by Declarant as set forth above. The Association, Owners, and Declarant specifically acknowledge the intent of the Development and Declaration to include the creation and maintenance of a luxury resort for the camping public, pursuant to the terms of this Declaration. Accordingly, the Association hereby acknowledges and agrees to assume and carry out its affirmative duty, both while Declarant shall have control of the Association and after the control of the Association has been relinquished to the Owners, to maintain the integrity of the Development, including enforcement of Declarant's rental rights pursuant to this Section 6.04, and including the prohibition against the placing on any Lot any structure or vehicle intended as permanent living quarters. This Section 6.04 may not be amended without the prior express written approval of the Declarant.

605 Utility Service. Except for temporary hook-ups between RVs and permanent utility outlets, no lines, wires or other devices for the communication or transmission of electric current power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or conceal in, under, or on buildings or other structures approved in writing by the Board. All temporary utility outlets shall be installed and maintained in accordance with applicable provisions of the Rules and Regulations. No provision hereof shall be deemed to forbid the erection of the temporary power or telephone installations incident to the construction of approved buildings or structures.

606 Nuisance. No noxious, illegal or offensive activity shall be carried out on or upon any Lot or any part of the Property, nor shall anything be done thereon which is or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Lots, or which shall in any way increase the rate of insurance for the Association or for the Owners of Lots and Motorcoach Vehicles. Each Owner shall comply with all local, state and federal regulations that may govern the use and occupancy of Motorcoach Vehicles.

6.07 Outside Antennae. There shall be no outside television or radio antennae, or poles or flag poles constructed or maintained on or within the Property for any purpose without the prior written approval of the Architectural and Landscape Control Committee.

6.08 Signs. Any signage displayed on or from any Lot, Motorcoach Vehicle (whether inside or outside the Motorcoach Vehicle), equipment, or real or personal property of any sort, must be approved by the Architectural and Landscape Control Committee.

6.09 Equipment, Machinery and Repairs. No power equipment, hobby shops, Motorcoach Vehicle or car maintenance (other than emergency maintenance) shall be permitted on the Property except with prior written approval of the Board. No equipment, machinery, junk, debris, building material, or similar matter shall be placed, stored or kept in or on any Lot, parking area or street within or adjoining the Property. Notwithstanding the foregoing, an Owner may leave its Motorcoach Vehicle on its Lot when such Owner is not there and so long as the Owner has not submitted the period of his or her absence into the rental pool for the Owner's Lot as provided in Section 6.04.

6.10 Laundry. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot. No washing machine or dryer shall be kept on any Lot, except within a Motorcoach Vehicle.

6.11 Propane Tanks. Only propane tanks used in connection with barbecue grills, patio heaters, propane fireplaces, and Motorcoach Vehicles, which are standard equipment, shall be permitted on any Lot, provided such tanks are in compliance with all applicable codes and laws.

6.12 Maintenance of Lawns, Plantings and Landscape. All Lots, landscaping, driveways, and exteriors must be kept neat, sanitary, tidy and attractive at all times. No landscape trimmings shall be placed for removal on or near any road within the Property or in a place upon the Lot where they are visible from any other Lot or the Common Area. All landscape trimmings shall be placed in trash dumpsters provided on the Common Area. In the event any Owner supplements or enhances the landscaping of any Lot, the Owner shall be required to maintain the Lot in such enhanced or supplemented state.

6.13 Outside Installations. No outside installations of any type, including, but not limited to, radio antennas, clotheslines, fences, and flagpoles shall be constructed or maintained on any Lot unless with the prior written consent of the Board (such as Casitas). Reasonable outside installations which are constructed as part of the authorized RVs shall be permitted upon prior review and written approval of the Board. It shall be within the Board's sole discretion to determine whether any such outside installation is unreasonable.

6.14 Vehicle Parking. Only one (1) Motorcoach Vehicle and one (1) other vehicle (automobile, truck, motorcycle, etc.) shall be parked or maintained on any Lot. No Motorcoach Vehicle, truck, automobile, or any other type of motor vehicle, may be washed, cleaned or polished anywhere on the Property except on an Owner's Lot.

6.15 Resubdivision. Except as provided elsewhere in this Declaration, no Lot shall be

resubdivided nor shall less than an entire Lot be sold.

6.16 Improvements. All Lot Improvements, including the species of plant material and placement of plants, shall be done in a timely manner subject to the control and approval of the Architectural and Landscape Committee as set forth in Article VII of this Declaration.

6.17 Taxes. Each Owner shall pay when due, before delinquency, all taxes, Assessments, levies, fees and all other public charges and utility fees and charges of every kind and nature imposed upon or assessed against its Lot.

6.18 Rules and Regulations. The Board is hereby expressly authorized to establish all rules and regulations as it shall deem necessary for the purpose of implementing, enforcing and administering the purposes of this Declaration.

6.19 Hazardous Substances. No activity will be permitted on any Lot that, in the sole opinion of the Board, will create or emit offensive, hazardous or excessive quantities of dust, dirt, ash, smoke, noise, fumes, odors or vibrations, or create risk of fire, explosion or other hazards or is not in harmony and consistent with the Property. Activities prohibited hereunder, include, but are not limited to activities which result in the disposal of Hazardous Substances in any form upon the Property. For the purposes of this Declaration the term "Hazardous Substance" shall mean any product, substance, chemical, material, or waste whose presence, nature, quantity or intensity of existence, use, manufacture, disposal transportation spill, release or effect, either by itself or in connection with other materials expected to be found upon any Lot, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Property; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of Declarant or any Owner to any governmental agency or third party under any applicable state or common law property.

6.20 Electric Meter Service. Electrical service to each individual Lot will be metered and billed by the electrical utility company to each Owner.

6.21 No Drilling or Wells. No derrick, windmill, pump or other structure designated for use in boring, mining, or quarrying for oil, natural gas, or precious minerals shall be erected, maintained, or permitted upon any portion of the Property. No private water well or other independent water supplies or facilities, windmill, pump, or other structure for furnishing water shall be constructed or maintained on any portion of the Property except as originally constructed on the Property.

6.22 No Private Sewers or Septic Systems. No private sewer system, septic tank, leach field, or other system of solid waste disposal, excluding the sewer system installed by or on behalf of Declarant for the Development, shall be constructed, built, or used.

6.23 No Permanent Residential Use. No Lot shall be continuously occupied as a full time or permanent residence.

6.24 Declarant's Lots. Notwithstanding any other provision of this Declaration, Declarant shall have the right to own, occupy, and use Declarant's Lots to conduct sales, resales, leasing, rentals, construction management, project management, accounting, recreational, and/or

marketing activities for the Project and/or for any other project affiliated with Declarant. Notwithstanding any other provisions of this Declaration, Declarant's Lots (including the Annexable Area in the event of annexation) shall be subject only to the following referenced provisions of this Declaration:

- (a) Article I;
- (b) Article II;
- (c) Sections 3.01, 3.02 (a), 3.02 (j), 3.03, and 3.04 of Article III;
- (d) Article IV;
- (e) Sections 6.02, 6.04, 6.06, 6.12, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21, 6.23, and 6.24 of Article VI;
- (f) Article IX; and
- (g) Article X.

VII: Architectural and Landscape Control Committee.

7.01 Establishment of Committee. There shall be an architectural and landscape control committee (the "Architectural and Landscape Committee"), and except as to construction of Improvements by Declarant, no Casita or Improvement shall be made on any Owner's Lot until plans and specifications showing the nature, kind, shape, colors, materials and location of the same have been submitted to and approved in writing by the Architectural and Landscape Committee in its sole discretion.

7.02 Members of Committee. The Architectural and Landscape Committee shall consist of three (3) persons, all of whom shall first be appointed by Declarant. Each Member of the Architectural and Landscape Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Architectural and Landscape Committee may be removed at any time without cause. Until ninety percent (90%) of all Lots subject to this Declaration have been sold or Declarant voluntarily assigns its rights and interests in express terms by a written assignment, Declarant shall have the sole power to appoint and remove the members of the Architectural and Landscape Committee; thereafter, the Board shall have the sole power to appoint and remove the members of the Architectural and Landscape Committee. Members of the Architectural Committee need not be Members of the Association.

7.03 Architectural Design Guidelines. The Architectural and Landscape Committee may from time to time, develop and present to the Board for approval, rules and regulations to be known as "Design Guidelines", interpreting and implementing the provisions of this Declaration and setting forth fees to be charged and procedures and design and construction criteria to be followed in submitting proposals to the Architectural and Landscape Committee. A copy of the Design Guidelines as they may from time to time be adopted, amended or repealed, shall be maintained

at the office of the Association and shall be available for inspection and copying by any Member at any reasonable time during the business hours of the Association. The following minimum standards and restrictions shall apply to any and all Improvements made on the Property:

(a) all Improvements shall be constructed in full compliance with all applicable zoning laws, building codes and other laws, ordinances and regulations applicable to the construction, use and occupancy of Improvements; and

(b) all Improvements shall be constructed in accordance with any Design Guidelines adopted or approved by the Board.

7.04 Landscape Standards. The Architectural and Landscape Committee may, as part of the Design Guidelines, establish guidelines for plant and landscaping material that may include, without limitation, any requirements of Summit County, Utah. Such guidelines may restrict the species and placement of any tree, plant, bush, ground cover or other growing thing planted or placed on the Property. The Architectural and Landscape Committee may adopt a list of approved plant species that may be altered or augmented from time to time.

7.05 Review of Proposed Construction.

(a) No exterior addition, change, or modification to any Lot shall be commenced, and no construction, alteration, removal, relocation, demolition, repainting of a different color, addition, modification, decoration, redecoration, or reconstruction of any Improvement on any Lot shall be commenced until the plans and specification therefore showing the nature, kind, shape, height, width, color, materials, and location of the same, shall have been submitted to the Architectural and Landscape Committee and approved in writing by the Architectural and Landscape Committee.

(b) The Owner submitting the plans (an "Applicant") shall obtain a written, dated receipt for the plans and specification from an authorized agent of the Architectural and Landscape Committee.

(c) The Architectural and Landscape Committee shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby will not be detrimental to the appearance of the surrounding area and the Property as a whole, that the appearance of any structures affected thereby will be in harmony with the surrounding structures, that the upkeep and maintenance thereof will not become a burden on the Association, and that such improvements are consistent with the Design Guidelines, the Rules and Regulations, this Declaration and the Governing Documents.

(d) The Architectural and Landscape Committee may condition its approval of proposals or plans and specifications upon any of the following:

(i) Upon the Applicant's furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be recorded against the Property or any portion thereof as a result of any work;

(ii) Upon such changes to the plans and specifications as the Architectural and Landscape Committee may deem appropriate;

(iii) Upon the Applicant's agreement to install, at its sole cost, water gas, electrical, or other utility meters to measure any increased consumption; and

(iv) Upon the Applicant's agreement to complete the proposed work within a stated period of time.

(e) The Architectural and Landscape Committee may issue rules or guidelines setting forth procedures for the submission of plans for approval, which shall not be inconsistent with this Declaration or the Rules and Regulations.

(f) The Architectural and Landscape Committee may require the plans and specifications to be accompanied by a reasonable inspection fee. The Architectural and Landscape Committee may employ the consulting services of architects, engineers and attorneys in reviewing the plans and specification, and, if so, the Owner shall reimburse the Architectural and Landscape Committee for the reasonable compensation paid to such professionals.

(g) The Architectural and Landscape Committee may require such detail in plans and specifications submitted for its review as it deems necessary or proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors.

(h) The decision of the Architectural and Landscape Committee and the reasons for the decision shall be transmitted by the Architectural and Landscape Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after receipt by the Committee of all materials required by the Architectural and Landscape Committee. Any application submitted pursuant to this Section 7.05(h) shall be deemed approved unless written disapproval or a request for additional information or material shall have been transmitted by the Architectural and Landscape Committee to the Applicant within forty-five (45) days after the date of actual receipt by the Architectural and Landscape Committee of all materials required hereunder.

(i) The Applicant shall meet any review or permit requirements of Summit County, the City of Moab, or of any other applicable governmental body prior to making any alterations or improvements permitted hereunder.

(j) Declarant, its successors and assigns need not seek or obtain Architectural and Landscape Committee approval of any Improvements constructed on the Property by Declarant or such person, as the case may be.

7.06 Variances. The Architectural and Landscape Committee may authorize variances from compliance with any of the architectural provision of this Declaration or any supplemental Declaration or the Design Guidelines, including restrictions upon height, bulk, size, shape, land area, placement of structures, set-backs, building envelopes, colors, materials or similar

restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations may, in its sole and absolute discretion, warrant. Such variances must be consistent with any and all applicable laws. Such Variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Architectural and Landscape Committee. If such a variance is granted, provided that the Owner complies with approved design plans that are the subject of a variance, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter of which the variance was granted. The granting of such a variance shall not operate to waive any provisions of this Declaration or the Design Guidelines for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

7.07 Obligations with Respect to Zoning and Subdivision. The Architectural and Landscape Committee shall require all Persons to comply fully with the zoning and master plan designations and any special use permits and with all applicable federal, state and local laws, regulation and ordinances, insofar as the same are applicable and as the same may hereafter be amended from time to time.

7.08 Indemnification of Architectural and Landscape Committee. The members of the Architectural and Landscape Committee shall be deemed to be the appointed agents of the Board and the Architectural and Landscape Committee is hereby authorized to carry out and adhere to the provisions of this Article VII. The Owners hereby collectively agree that the members of the Architectural and Landscape Committee shall be indemnified and held harmless for any liability, damages or other obligation (including reasonable attorney's fees) resulting from the reasonable and prudent exercise of their duties as members of the Architectural and Landscape Committee as specified in this Article VII.

Article VIII: Common Area

8.01 Association Management of Common Area. The Association shall own, operate, maintain, and repair the Common Area for the common benefit of Owners and in a condition that minimizes flooding, soil erosion, fire, and weed infestation. The Association shall landscape, restore, or revegetate with weed free seed and mulch all excavations, fills and other construction which disturb the existing vegetation. Further, the Association shall not intentionally introduce weeds or invasive plants to the Common Area and shall control noxious weeds and invasive plants on said property in accordance with federal, state and local laws and regulations. The Association shall, to the extent possible, eradicate weeds and invasive plants with non- mechanical means.

8.02 Use. Each Member of the Association, its spouse, children, Lessees and Registered Guests, shall be entitled to use the Common Area, subject to:

(a) The right of the Association to suspend the use of any Common Area by any Member or Lessee and their respective Registered Guests for any period during which any Assessment against a Lot remains past due and unpaid; and, after Notice and a Hearing by the Board, the right of the Association to invoke any remedy set forth in this Declaration;

(b) Such rules and regulations for the use of the Common Area as may be

imposed by the Association from time to time; and

(c) The right of Declarant to use the Common Area for sales, resales, leasing, development and related activities pertaining to Park City RV Resort.

8.03 Hazardous Substances. No activity will be permitted on the Common Area that, in the sole opinion of the Board, will create or emit offensive, hazardous or excessive quantities of dust, dirt, ash, smoke, noise, fumes, odors or vibrations, or create risk of fire, explosion or other hazards or is not in harmony and consistent with the Property. Activities prohibited hereunder, include, but are not limited to activities which result in the disposal of Hazardous Substances in any form upon the Property as defined herein.

8.04 Damage to Common Area. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to the Governing Documents for reconstruction or repair of the Common Area shall be used for such purpose unless the Board unanimously votes to alternatively apply the proceeds. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Area shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy an extraordinary Assessment for the deficiency and proceed with such restoration and repair.

8.05 Condemnation. If at any time or times, the Common Area, or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used promptly by the Association to the extent necessary for restoring or replacing any Improvements on the remainder of the Common Area, unless the Board unanimously votes to alternatively apply the proceeds. Upon completion of such work and payment in full therefore, any remaining proceeds of condemnation shall be deposited into the Reserve Fund.

8.06 Indemnification by Owners. Each Owner, together with such Person's family members, relatives, Registered Guests, Lessees, invitees, and licensees, shall indemnify and hold the Association harmless without limitation on any claims arising from the negligence or willful misconduct of such Owner, or such Person's family members, relatives, Registered Guests, Lessees, invitees or licensees, for damages sustained on or involving the Common Area, including, without limitation, any costs incurred in defending such claims.

Article IX: Annexation

9.01 Annexation of Additional Property by Association. Declarant and/or any successor Owner of the Annexable Area shall have the right, at any time in the future, to unilaterally annex the Annexable Area or any portion thereof into the Project and subject the Annexable Area (or annexed portion thereof) to the covenants, conditions and restrictions of this Declaration and the jurisdiction of the Association, pursuant to the procedure set forth herein.

9.02 Procedure for Annexation. Any annexation of the Annexation Area may be accomplished by the recording of a declaration of annexation or separate declaration that requires Owners thereon to be Members of the Association and requires that the Annexation Area be subject to this Declaration. At the time of recording of the declaration of annexation or separate declaration, Declarant shall also by deed, or assignment, as the case may be, transfer to the Association the Common Area in the area being annexed, if any.

9.03 Deannexation. Declarant may delete all or any portion of the phase of development from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the Owner of all of that phase and provided that:

- (a) The Notice of Deannexation is recorded in the same manner as the applicable Declaration of Annexation was recorded;
- (b) Declarant has not exercised any rights to vote with respect to any portion of such phase;
- (c) Assessments have not yet commenced with respect to any portion of such phase;
- (d) No lot has been sold in such phase to a member of the general public; and
- (e) The Association has not made any expenditures of any obligation respecting any portion of such phase.

9.04 No Obligation to Annex. This Article IX shall not be construed to require the Declarant annex the Annexable Area, which may be developed pursuant to separate covenants, conditions, and restrictions, even if they conflict with this Declaration.

Article X: General Provisions

10.01 Term. This Declaration including all of the covenants, conditions and restrictions hereof, shall run until the date ninety-nine (99) years hereafter unless amended as herein provided. After the date ninety-nine (99) years hereafter, this Declaration may be amended or extinguished by a written instrument executed by a least sixty-seven percent (67%) of the Owners and recorded in the Official Records of the County Recorder of Summit County, Utah.

10.02 Amendment.

(a) Subject to the specific provisions set forth elsewhere herein, Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. The resolution shall be adopted by the vote, in person or by proxy, or by written consent of Members representing not less than sixty-seven percent (67%) of the voting power of the Association, provided that the specified percentage of the voting power of the Association necessary to amend a specified Section or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that Section or provision. The Member approval described above shall not be required for amendments that may be unilaterally adopted and executed by Declarant hereunder or under Utah Code.

(b) Termination of this Declaration shall require approval by Members representing at least eighty percent (80%) of the Association's voting power. No such termination shall be effective unless it is also approved in advance by Declarant.

(c) A copy of each amendment shall be certified by at least two (2) officers of the Association, and the amendment shall be effective when a certificate of amendment is recorded with the Summit County, Utah Recorder's office. The certificate, signed and sworn to by two (2) officers of the Association that the requisite number of Owners have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years.

(d) In addition to any other restriction contained in this Declaration pertaining to the amendment of any section hereof, no amendment to Articles I through VI of this Declaration shall be effective without the prior written consent of Declarant.

10.03 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner (at its own expense), Declarant and the Board shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration against any parcel or portion of Property or Lot and the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. The right of any Owner to so enforce such provisions shall be equally applicable without regard to whether the land (or other interest) of the Owner seeking such enforcement or the land (or other interest) whereon or with respect to which a violation of such provision is alleged is initially set forth on Exhibit A or is hereafter subjected to this Declaration pursuant to Article X.

(b) Violation as a Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by Owner (at its own expense) by Declarant, or by the Board, whether or not the relief sought is for negative or affirmative action. However, only Declarant, the Board and the duly authorized agents of either of them may enforce by self-help any of the provisions of this Declaration, and then only if such self-help is preceded by reasonable notice to the Owner in question.

(c) Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

(d) Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

(e) Nonwaiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision herein.

(f) Attorneys' Fees. In the event the Declarant or Board engages legal counsel or takes any legal action including, but not limited to arbitration proceedings pursuant to Utah Code to interpret or enforce the provisions of this Declaration, it shall be entitled to its costs, including reasonable attorneys' fees, incurred in connection therewith.

10.04 Merger or Consolidation. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property, together with the covenants and restrictions established upon any such other property, as one (1) plan. Any such merger or consolidation shall be accomplished pursuant to Utah Code and may also require the prior written approval of VA.

10.05 No Representation or Warranty. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Property or any portion thereof, 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, cost of maintenance, taxes or regulations thereof as a common-interest community, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with any governmental authority.

10.06 Notices. Any notice or communication to be given under the terms of this Declaration (a "Notice") shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery or registered or certified mail, return receipt requested. Notice shall be effective: (a) if personally delivered, when delivered; (b) if by facsimile, on the day of transmission thereof on a proper facsimile machine with confirmed answer back; (c) if by overnight delivery, the day after delivery thereof to a reputable overnight courier service; and (d) if mailed, at midnight on the third (3rd) business day after deposit in the mail, postage prepaid. Notices shall be addressed to the Person at the address given by such Person to the Association for the purpose of service of notices, 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 given by such Person to the Association.

10.07 Construction.

(a) Restrictions Severable. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, Sections or Articles hereof.

(d) Liberal Construction. This Declaration shall be liberally construed to promote the purpose of a well-planned community, reserving to the Declarant the rights necessary to develop the Property and to ensure the integrity of the interrelated land uses.

(e) Statutory References. Any reference to a statute shall include, without limitation, any successor or replacement of such statute.

10.08 State Law. The provisions of this Declaration shall be governed and interpreted according to the laws of the State of Utah and jurisdiction and venue for any action commenced in relation hereto shall be in the courts of the State of Utah.

10.09 Priorities, Inconsistencies. If the event of conflict between this Declaration and the Articles or Bylaws of the Association, this Declaration shall prevail.


10.10 Time of Essence. Time is of the essence of any time period stated herein.

10.11 Limitation of Declarant's Liability. Notwithstanding anything else contained in this Declaration, if Declarant is found liable to the Association, any Owner(s) or any other person for any act or omission by Declarant under this Declaration or arising from any other cause or matter related to the Project, Declarant's liability shall be strictly limited to Declarant's ownership and property interests in the Property and those Lots owned by Declarant, subject to the rights of the holder of any mortgage or deed of trust in or to Declarant's ownership and property interests. No other asset of Declarant or any other affiliate, subsidiary, officer, member, manager, heir or affiliate of Declarant shall be subject to levy, execution or other procedure for the satisfaction of any actions, claims, debts or liabilities of or against Declarant.

DECLARANT:

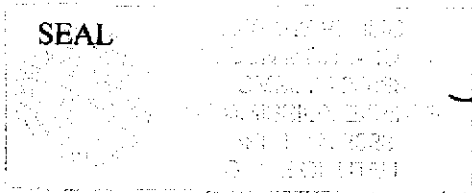
**PARK CITY RV RESORT, LLC,
a Utah limited liability company**



Stephen Sauls, Manager


Douglas Sorensen, Manager

STATE OF UTAH)
) ss
County of SUMMIT)

On 4/27, 2022, Stephen Sauls, as Manager for Park City RV Resort, LLC, the Declarant as of the Effective Date of the foregoing Amended and Restated Declaration, personally appeared before me and acknowledged and swore to me that the Amended Declaration was signed on behalf of the Company by authority of its Certificate of Organization and Operating Agreement.






, Notary Public

STATE OF UTAH)
) ss
County of GRAND)

On April 21, 2022, Douglas Sorensen, as Manager for Park City RV Resort, LLC, the Declarant as of the Effective Date of the foregoing Amended and Restated Declaration, personally appeared before me and acknowledged and swore to me that the Amended Declaration was signed on behalf of the Company by authority of its Certificate of Organization and Operating Agreement.

SEAL





Rachelle Pierce, Notary Public

**PCRV OWNERS ASSOCIATION,
a Utah nonprofit corporation**

ATTEST:

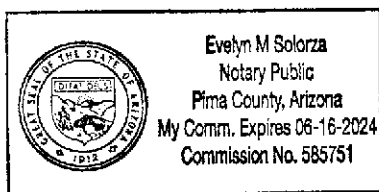
Trevor Blyth *Trevor Blyth*
President
Trevor Blyth, President

Linda Lavigne *Linda Lavigne*
Secretary
Linda Lavigne, Secretary

STATE OF ARIZONA)
) ss
County of PIMA)

^{EMS} On ~~March~~ April 1 2022, Trevor Blyth, as President, of the PCRV Owners Association
Appeared personally appeared before me and acknowledged and swore to me that the
foregoing Amended and Restated Declaration was signed on behalf of the Association by
authority of its Certificate of Incorporation and Bylaws.

SEAL

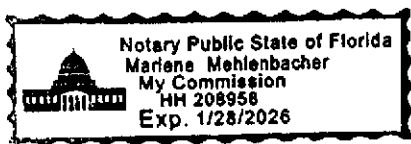


Evelyn M. Solorza
Evelyn M. Solorza, Notary Public

Florida
STATE OF UTAH)
) ss
County of SUMMIT)

^{April} On ~~March~~ April 11 2022, Linda Lavigne, as Secretary of the PCRV Owners Association
PCRV Owners Association personally appeared before me and acknowledged and swore to me
that the foregoing Amended and Restated Declaration was signed on behalf of the Association
by authority of its Certificate of Incorporation and Bylaws.

SEAL



Mariena Mehlenbacher
Mariena Mehlenbacher, Notary Public

**EXHIBIT A
PROPERTY**

Real property located in Summit County, Utah and particularly described as:

Beginning at a point which is South 1474.87 feet and West 1330.48 feet and North 01°20'33" West 37.19 feet from the NE corner of Section 13, T1S, R3E, SLB&M, and running thence along an existing fence line and the forty acre line North 01°20'33" West 734.16 feet to the meander line of a creek; thence along said meander line the following 9 courses: thence South 38°25'00" East 253.94 feet; thence South 09°05'00" West 82.00 feet; thence South 75°00'00" East 103.00 feet; thence South 38°49'20" East 163.90 feet; thence South 38°08'23" East 188.95 feet; thence South 77°37'17" West 35.41 feet; thence South 42°38'33" East 58.59 feet; thence South 39°50'02" East 285.00 feet; thence South 15°15'43" East 167.83 feet; thence South 58°39'27" West 184.87 feet; thence North 37°30'00" West 22.42 feet; thence North 28°24'06" West 212.45 feet; thence South 58°39'27" West 406.85 feet to a State Highway right of way, thence North 31°38'41" West 150.31 feet along said right of way to an existing right-of-way monument; thence North 36°19'56" West 205.16 feet along said right of way to an existing fence line and the line described in a Boundary Line Agreement recorded in Book 1002 at page 426; thence North 57°33'44" East 168.32 feet along said fence line and Boundary Line Agreement line to the point of beginning;

LESS AND EXCEPT Lot 1, Park City Private RV Resort, according to the official plat thereof recorded in the real property records of Summit County, Utah.

Also known as:

Lots A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, B-1, B-2, B-3, B-4, B-5, B-6, C-1, C-2, C-3, C-4, C-5, C-6, D-1, D-2, D-3, D-4, D-5, E-1, E-2, E-3, E-4, E-5, E-6, the Common Area, and Lot 2, all as depicted on the Plat for Park City Private RV Resort, according to the official plat thereof recorded in the real property records of Summit County, Utah.

Park City RV Resort

Lot Number		Address	Parcel Number
Lot	1	2200 W Rasmussen Road	PCPRVR-1
Lot	2	2200 W Rasmussen Road	PCPRVR-2
Lot	A1	2200 W Rasmussen Road, #A1	PCPRVR-A-1
Lot	A2	2200 W Rasmussen Road, #A2	PCPRVR-A-2
Lot	A3	2200 W Rasmussen Road, #A3	PCPRVR-A-3
Lot	A4	2200 W Rasmussen Road, #A4	PCPRVR-A-4
Lot	A5	2200 W Rasmussen Road, #A5	PCPRVR-A-5
Lot	A6	2200 W Rasmussen Road, #A6	PCPRVR-A-6
Lot	A7	2200 W Rasmussen Road, #A7	PCPRVR-A-7
Lot	A8	2200 W Rasmussen Road, #A8	PCPRVR-A-8
Lot	A9	2200 W Rasmussen Road, #A9	PCPRVR-A-9
Lot	A10	2200 W Rasmussen Road, #A10	PCPRVR-A-10
Lot	A11	2200 W Rasmussen Road, #A11	PCPRVR-A-11
Lot	B1	2200 W Rasmussen Road, #B1	PCPRVR-B-1
Lot	B2	2200 W Rasmussen Road, #B2	PCPRVR-B-2
Lot	B3	2200 W Rasmussen Road, #B3	PCPRVR-B-3
Lot	B4	2200 W Rasmussen Road, #B4	PCPRVR-B-4
Lot	B5	2200 W Rasmussen Road, #B5	PCPRVR-B-5
Lot	B6	2200 W Rasmussen Road, #B6	PCPRVR-B-6
Lot	C1	2200 W Rasmussen Road, #C1	PCPRVR-C-1
Lot	C2	2200 W Rasmussen Road, #C2	PCPRVR-C-2
Lot	C3	2200 W Rasmussen Road, #C3	PCPRVR-C-3
Lot	C4	2200 W Rasmussen Road, #C4	PCPRVR-C-4
Lot	C5	2200 W Rasmussen Road, #C5	PCPRVR-C-5
Lot	C6	2200 W Rasmussen Road, #C6	PCPRVR-C-6
Lot	D1	2200 W Rasmussen Road, #D1	PCPRVR-D-1
Lot	D2	2200 W Rasmussen Road, #D2	PCPRVR-D-2
Lot	D3	2200 W Rasmussen Road, #D3	PCPRVR-D-3
Lot	D4	2200 W Rasmussen Road, #D4	PCPRVR-D-4
Lot	D5	2200 W Rasmussen Road, #D5	PCPRVR-D-5
Lot	E1	2200 W Rasmussen Road, #E1	PCPRVR-E-1
Lot	E2	2200 W Rasmussen Road, #E2	PCPRVR-E-2
Lot	E3	2200 W Rasmussen Road, #E3	PCPRVR-E-3
Lot	E4	2200 W Rasmussen Road, #E4	PCPRVR-E-4
Lot	E5	2200 W Rasmussen Road, #E5	PCPRVR-E-5
Lot	E6	2200 W Rasmussen Road, #E6	PCPRVR-E-6