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Fillmore Spencer LLC
3301 North University Avenue
Provo, Utah 84604

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RANDALL A. COVINGTON
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**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
(Including Owner Association Bylaws)**

**Sleepy Ridge
A Planned Residential Development**

Orem, Utah

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 18 day of November, 2004, by **Sequoia Development Group, LLC**, a Utah limited liability company, in its capacity as the owner and developer of Sleepy Ridge, an expandable planned residential development in Orem, Utah. Capitalized terms used in this Declaration that are not otherwise defined herein will have the meanings contained in Article II below.

ARTICLE I

PURPOSE AND EFFECTUATION

1.01 **Purpose.** The purpose of this instrument is to provide for the preservation of the values of Lots, residential Units and Common Areas within Sleepy Ridge, an expandable planned residential development in Orem, Utah (the "Development"), and for the maintenance of any private roadways, driveways, sidewalks, parking, amenities, parks, open spaces, landscaping, trees and all other Common Areas therein. The Development will include one or more Subsidiary Developments with benefits, covenants, conditions, and restrictions applicable thereto as contained in the Declaration.

1.02 **Effectiveness.** From and after the effective date hereof: (a) each part of the Development and each Lot and Unit lying within the boundaries of the Development shall constitute constituent parts of a single master planned residential development, with certain designated Lots and Units within the Development to be included in Subsidiary Developments that may be subject to certain separate covenants, conditions and restrictions contained in the Declaration; (b) the Development shall consist of the Lots and of the Common Areas which are described and depicted on the initial Plats, together with such additional Lots and Common Areas as may come into existence pursuant to the provisions hereof relating to annexation or expansion of the Development; (c) the Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; and (d) the initial Plat of the Development shall consist of the instrument which is identified as **Golden Pond at Sleepy Ridge P.R.D. - Phase 1**, recorded concurrently with this Declaration in the Public Records, as the same may be thereafter amended, and any subsequent plats which may be filed for record pursuant to the provisions hereof relating to annexation or expansion of the Development.

ARTICLE II**DEFINITIONS**

When used throughout this Declaration each of the following terms shall have the meaning indicated:

Additional Land shall, at any point in time, mean all of the land in the Applicable Municipality, as set forth and described in **Exhibit B**, attached hereto and made a part hereof.

Applicable Municipality shall mean initially the City of Orem, Utah, but shall also mean the Town of Vineyard, Utah, or such other governmental body in which the Property is located and whose approval is required to be noted on a particular Plat.

Articles shall mean and refer to the Articles of Incorporation of the Association, which are or shall be filed with the Division of Corporations and Commercial Code, State of Utah, as they are amended from time to time.

Assessment shall mean the amount which is to be levied and assessed against each Owner and the Owner's Lot (whether an Annual, Special or Specific Assessment, as described in the Bylaws) and paid to the Association for Common Expenses and other expenses.

Association shall mean Sleepy Ridge Property Owners' Association, an Utah nonprofit corporation, its successors and assigns, which shall own and manage the Common Areas. Each Owner shall hold an appurtenant membership interest in the Association, as set forth in the Bylaws.

Board shall mean the Board of Directors of the Association.

Building shall mean a structure containing two or more Units.

Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration in ARTICLES XI, XII and XIII.

Common Areas shall mean all portions of the Development except the Lots, Units, and public streets, and shall include all property to be owned by the Association for the common use and enjoyment of the Owners (except that the Owners of Lots in certain Subsidiary Developments may be restricted or prevented from using certain Common Areas in this Declaration), such as any and all private undedicated roadways, driveways, parking, recreational amenities, open spaces, landscaping, structural common areas, and the like, together with all easements appurtenant thereto, whether or not reflected on a Plat. The Common Areas do not include the Golf Course, and ownership of a Unit does not convey to an Owner any interest in, or right to use, the Golf Course.

Common Expenses shall mean and refer to those sums expended by the Association in carrying out its duties and responsibilities of ownership, operation and management of the Common Areas.

DRC shall mean and refer to the Design Review Committee referred to in ARTICLE VII.

Declarant shall mean Sequoia Development Group, LLC, an Utah limited liability company, its successors and assigns, if any, as developer of the Development. Declarant can mean more than one party in the event that the initial Declarant makes an assignment of a portion of its rights hereunder to another party or in the event that Adjoining Owners acquire the right to subject certain Additional Land to this Declaration in accordance with Section 3.06 hereof. In the event of multiple Declarants, each such Declarant shall have the Class B voting rights assigned to such Declarant by another Declarant and the Class B voting rights to which such Declarant is entitled by virtue of subjecting to this Declaration the Property to which such Class B voting rights relate.

Declaration shall mean this Declaration of Easements, Covenants, Conditions and Restrictions for Sleepy Ridge, a planned residential development in Orem, Utah, as the same may be supplemented or amended from time to time. **Supplemental Declaration** shall mean and refer to an instrument which supplements the Declaration and which is recorded in the Public Records concurrently with a Plat for a subsequent phase of the Development pursuant to the annexation provisions of ARTICLE III of this Declaration.

Development shall mean the expandable planned residential development known as Sleepy Ridge in Orem, Utah, as it exists at any given time, which development is a master development that will include Subsidiary Developments.

Golf Course shall mean the golf course that abuts some or all of the Development, which golf course is not part of the Common Areas or any other part of the Development.

Limited Common Areas shall mean any Common Areas designated for exclusive use by the Owner of a particular Unit, whether or not designated as such on a Plat. Any Limited Common Areas that are identified on a Plat with the same number or other designation by which a Unit is identified thereon shall be Limited Common Areas for the exclusive use of the Owner of the Unit bearing the same number or designation.

Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Development, as designated on a Plat and intended for single family residential use or other use as described herein. **Community Center Lot** shall mean any future Lot designated on a Plat and intended to be used as a community center, which Lot may initially be owned by Declarant or a private Owner unless and until converted to ownership by the Association as described herein. **Custom Lot** shall mean any numbered Lot on a Plat upon which a custom house is constructed, or is to be constructed. **Patio Lot** shall mean any numbered Lot on a Plat upon which a Patio Unit is constructed, or is to be constructed. **Townhouse Lot** shall mean any separately numbered Lot on a Plat upon which a Townhouse Unit is constructed, or is to be constructed.

Managing Agent shall mean any person or entity appointed or engaged as Managing Agent of the Development by the Association.

Mortgage shall mean any recorded first mortgage or first deed of trust encumbering a Lot; and **Mortgagee** shall mean any mortgagee or beneficiary named in a Mortgage.

Owner shall mean any person who is the owner of record (as reflected in the Public Records) of a fee or undivided fee interest in any Lot, and any contract purchaser of any Lot. Notwithstanding any

applicable theory relating to mortgages, no Mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it. Multiple Owners of a particular Lot shall be jointly and severally liable as to all responsibilities and obligations of an Owner.

Park shall mean the pond located Southwest of the initial Plat and the Common Areas that surround the pond to the extent that they are added to the Property in expansion phases of the Development.

Plat shall mean and refer to a recorded subdivision, planned residential unit, or similar plat within the Development. The initial Plat is entitled **Golden Pond at Sleepy Ridge P.R.D. - Phase 1 (which contains Townhouse Lots)**, prepared and certified by Derrick S. Smith (a duly registered Utah land surveyor holding License No. 259961), executed and acknowledged by Declarant, accepted by the City of Orem, and recorded in the Public Records concurrently with this Declaration. Such term shall also include any subdivision plat or plats pertaining to all or any portion of the Additional Land, as and when the same is annexed and added to the Development pursuant to the annexation provisions of ARTICLE III of this Declaration.

Property shall mean all land covered by this Declaration, including Common Areas and Lots, and other land annexed to the Development as provided in this Declaration. The initial Property shall consist of the land described in Exhibit A hereto.

Public Records shall mean the Office of the Utah County Recorder in Provo, Utah.

Rules and Regulations shall mean and refer to those Rules and Regulations authorized, adopted, and promulgated to the Owners from time to time by the Board pursuant to the provisions of Section 12.03.

Subsidiary Development shall mean a subdivision, planned residential development, or similar development that is a part of the Development with Units of a distinguishable type or style. For example, Golden Pond at Sleepy Ridge is a Subsidiary Development that contains Townhouse Units, and Fairway Village at Sleepy Ridge is a Subsidiary Development that contains Patio Units.

Unit shall mean a structure which is designed, constructed and intended for use or occupancy as a single family residence on a Lot, together with all improvements located on the same Lot and used in conjunction with such residence, including anything located within or without said Unit (but designated and designed to serve only that Unit) such as a detached garage, patios, fences, decks, appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, if any. **Custom Unit** shall mean a freestanding Unit constructed to the individual Owner's specifications on a Custom Lot. **Patio Unit** shall mean a freestanding Unit constructed on a Patio Lot in the same architectural style as the other Units in the same Subsidiary Development and to the specifications of the Declarant or Subsidiary Development builder. **Townhouse Unit** shall mean a Unit that is attached to another Unit and is constructed on a Townhouse Lot. Townhouse Units shall specifically exclude roofs and exterior surfaces of Units (and/or the Buildings in which Townhouse Units exist), all of which roofs and exterior surfaces shall be treated as Limited Common Areas designated for the exclusive use of the particular Townhouse Units to

which such roofs and exterior surfaces appertain, even if not designated as Limited Common Areas on a Plat.

ARTICLE III

PROPERTY DESCRIPTION AND ANNEXATION

3.01 **Submission.** The Property which initially is and shall be held, transferred, sold, conveyed, and occupied, subject to the provisions of this Declaration, consists of the real property described in Exhibit A attached hereto and made a part hereof,

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on a Plat.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (including Buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete each of the buildings and Units and all of the other improvements described in this Declaration or in a Plat, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Development); and (iii) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Declaration is recorded in the Public Records.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage (and nothing in this paragraph shall be deemed to modify or amend such mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on, or revealed by, a Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; **AND TO EACH OF THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED**

IN THIS DECLARATION.

3.02 Division into Lots. The Development is hereby divided into the Lots described in the following subparagraphs, with appurtenant and equal rights and easements of use and enjoyment in and to the Common Areas, as well as appurtenant obligations pertaining to Assessments, maintenance, insurance, etc., unless otherwise set forth in this Declaration:

(a) Six (6) Townhouse Lots as set forth and described on the Plat entitled Golden Pond at Sleepy Ridge P.R.D. - Phase 1, except that prior to construction of a Unit on any Lot within such Plat, the Lot may be rotated and changed by the Declarant to be of the same size and shape as any other Lot within such Plat, provided that the outside boundaries of the Limited Common Area appurtenant to the Lot is not changed (the Declarant shall record an amended Plat to reflect the change without the need of consent of any of the Owners, the Association, or the Applicable Municipality).

3.03 Annexation by Declarant. Declarant may, from time to time, expand the Development subject to this Declaration by the annexation of all or part of the Additional Land. Subject to compliance with the conditions imposed by the following Section 3.04, the annexation of any such land shall become effective upon the recordation in the Public Records of a Plat of such Additional Land signed by the Declarant, and of a Supplemental Declaration which (a) is signed by the Declarant; (b) describes the land to be annexed; (c) declares that the annexed land is to be held, transferred, sold, conveyed, and occupied as part of the Development, subject to this Declaration; and (d) sets forth such additional information, limitations, restrictions, easements, covenants and conditions, not inconsistent with those of this Declaration, as may be applicable to the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Property and the Development and subject to the provisions of this Declaration, as amended or supplemented by any amendment or by any Supplemental Declaration.

3.04 Limitation on Annexation. Declarant's right to annex land to the Development shall be subject to the following limitations:

(a) The annexed land must be part of the Additional Land set forth and described herein.

(b) Declarant shall not effectuate any annexation of land which would cause the total number of Lots existing in the Development to exceed that authorized and approved by the Applicable Municipality.

(c) The holder of each mortgage, deed of trust or other security device affecting any part of the Additional Land at the time of its annexation into the Development must consent, through appropriate instruments recorded in the Public Records, to the recordation of the Supplemental Declaration and to the Plat to which such Supplemental Declaration relates.

(d) The Additional Land added to the Development shall be subject of one or more additional phases of the Development, approved as final subdivision Plats by the Applicable Municipality, and shall be subdivided into Lots and/or Common Areas designed to be used for single family residential purposes.

(e) Unless a change is authorized by the Applicable Municipality, each particular type of

Subsidiary Development (such as Golden Pond at Sleepy Ridge) must contain a minimum of twenty (20) adjoining Lots and Units that are similar in concept and substantially consistent and in harmony in architectural style prior to the Subsidiary Development being surrounded by Lots and Units of one or more other types of Subsidiary Development, except that (i) a Subsidiary Development may contain Custom Lots with Custom Units that are not required to be similar in concept and substantially consistent and in harmony in architectural style (except as provided in the Supplemental Declaration applicable to such Subsidiary Development of Custom Lots), and (ii) the Community Center Lot is not subject to the restriction contained in this subparagraph (e).

(f) All Common Areas covered by a Supplemental Declaration and designated on the Plat related thereto shall be conveyed to the Association pursuant and subject to the provisions of Section 5.03 of this Declaration, except that the Owners of Lots in certain Subsidiary Developments may be restricted or prevented from using certain Common Areas as provided in the applicable Supplemental Declaration.

(g) The Owners in each Subsidiary Development may be entitled to receive certain maintenance or other rights as part of the Association or may be excluded from receiving certain maintenance or other rights, and the Assessments applicable to such Owners will be adjusted accordingly by the Declarant in Declarant's sole discretion in the applicable Supplemental Declaration.

3.05 No Obligation to Annex or Develop. Declarant has no obligation hereunder to annex any Additional Land to the Development or to develop or preserve any portion of Additional Land in any particular way or according to any particular time schedule. No land other than the Property (as defined on the date hereof) and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any Plat filed by Declarant or described or referred to in any documents executed or recorded by Declarant, including Exhibit B to this Declaration.

3.06 Ownership of Additional Land and Assignment of Annexation Rights. To the extent that Declarant does not now own all of the Additional Land that is desired to be annexed to the Development, Declarant must either acquire such Additional Land or assign Declarant's annexation rights hereunder applicable to such Additional Land to the then owners of such Additional Land (the "Adjoining Owners"), in order that such Additional Land may be added to the Development and subjected to the terms of this Declaration, provided that (a) the same limitations which are imposed on Declarant under Section 3.04 of this ARTICLE III shall be applicable to the Adjoining Owners; and (b) the Adjoining Owners make the recordation and comply with all the other requirements referred to in Sections 3.03 and 3.04 of this ARTICLE III. In the event of the assignment of Declarant's annexation rights hereunder and compliance with the provisions of this Section 3.06, the Adjoining Owners may sign the applicable Supplemental Declaration as Declarant.

ARTICLE IV

DUTIES AND OBLIGATIONS OF OWNERS

4.01 Maintenance and Repairs. Each Owner shall at his own cost maintain his Lot and any improvements (such as a Custom Unit, Patio Unit or Townhouse Unit) constructed thereon in good condition and repair at all times; provided however, that the Association shall provide the maintenance

contemplated in Section 12.01(d) of this Declaration. Except as provided in the foregoing sentence, Owners shall be responsible to maintain any portion of their respective Lots or improvements that are, or are deemed to be, Limited Common Areas and shall be responsible to remove snow from their Limited Common Area entryways and steps, porches, terraces, and decks. In the event of the damage or destruction of any Unit, the Owner of the Lot upon which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed structure in the Development. The painting or repainting, remodeling, rebuilding or modification of any Unit exteriors or parts thereof must be submitted to and approved by the DRC pursuant to its procedures, except for Custom Units. Notwithstanding the obligations of the Association to provide the maintenance contemplated by Section 12.01(d), no Owner of such Townhouse Units shall openly or wantonly neglect or fail to do all within such Owner's power to help keep such items in clean, good and attractive condition at all times.

4.02 Insurance. Notwithstanding any insurance coverage required to be provided herein by the Association, each Townhouse Unit Owner shall procure and maintain in force hazard insurance on personal contents, and liability coverage as is customary in projects such as the Development and which is consistent with each such Owner's individual circumstances. Owners of Patio Units and Custom Units shall procure at their expense, and shall maintain in force, hazard insurance on their particular Unit, and contents and personal liability coverage as is customary in projects such as the Development and which is consistent with each Owner's individual circumstances.

4.03 Assessments and Rules Observance. Each Owner shall be responsible for the prompt payment of any Assessments made pursuant to the provisions of this Declaration, and for the observance of the Rules and Regulations promulgated by the Association's Board from time to time. Owners in violation of the provisions of this Section 4.03 will not be deemed to be in good standing for Association voting purposes.

4.04 Transfer of Interests. Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his interests in his Lot to another, either voluntarily or by operation of law, shall be relieved of all obligations under this Declaration following such transfer.

ARTICLE V

PROPERTY AND OTHER RIGHTS; CONVEYANCES

5.01 Easement Concerning Common Areas. Each Lot shall have appurtenant thereto a nonexclusive right and easement of use and enjoyment in and to the Common Areas for their intended purposes; subject, however to the provisions of Section 5.04, below. Such right and easement shall be appurtenant to and shall pass with title to each Lot and shall in no event be separated therefrom.

5.02 Form of Conveyancing. Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot ___ as identified in the official Plat of Golden Pond at Sleepy Ridge P.R.D. - Phase ___, Orem City, Utah County, Utah [OR in another applicable Plat for a different Subsidiary Development within the Development] recorded in the

Office of Utah County Recorder as Instrument No. _____ on _____, 2____, **SUBJECT TO** the Declaration of Easements, Covenants, Conditions and Restrictions of Sleepy Ridge, A Planned Residential Development, recorded in the Office of the Utah County Recorder as Instrument No. _____ (as said Declaration may have heretofore been amended or supplemented), **TOGETHER WITH** a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

5.03 Transfer of Title to Common Areas. As soon as possible following the recordation of this Declaration and the initial Plats, Declarant shall convey to the Association title to the various Common Areas described in such Plats, free and clear of all liens other than the lien of current general taxes and the lien of any nondelinquent assessments, charges, or taxes imposed by governmental or quasi-governmental authorities. The same procedure shall be followed with respect to the Common Areas contained in subsequent Plats following their concurrent recordation with accompanying Supplemental Declarations in the Public Records.

5.04 Limitation on Easement. Each Lot's appurtenant right and easement of use and enjoyment of the Common Areas shall be subject to the following:

(a) The Owners of Lots in certain Subsidiary Developments may be restricted or prevented from using the appurtenant right and easement of use and enjoyment of certain Common Areas in accordance with the Supplemental Declaration under which the Lots are created. Assessments made to such Lots and the Owners thereof shall be adjusted accordingly.

(b) The right of the Association as provided in Section 12.03 below, to govern by reasonable Rules and Regulations the use of the Common Areas so as to provide for the enjoyment thereof in a manner consistent with the collective rights of all of the Owners;

(c) The right of the Applicable Municipality, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any private street or driveway, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection and providing any other governmental or municipal service; and

(d) After the filing of a particular Plat, the right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association; provided that such dedication or transfer must first be assented to in writing by (i) the Mortgagee of each and every Mortgage that encumbers any Lot and (ii) the Owners of Lots to which at least sixty percent (60%) of the total votes in the Association appertain.

Notwithstanding the foregoing, the assenting provisions of this Section 5.04(d) shall not apply to the Owners and Mortgagees relating to certain Lots if the Common Areas in question are Common Areas in which such Owners (and the corresponding Mortgagees) do not have a right of common use.

5.05 Utility Easements. Each Lot is subject to appurtenant easements for underground lines for utility purposes under and through such portions of the Common Areas as are comprised of roads, walkways and landscaped areas. If any Owner utilizes such easement rights with respect to his Lot or Unit, he shall be responsible for the restoration to its former state of any portion of the Common Areas which may have been disturbed or damaged as a result.

5.06 Easements for Encroachments. If any structure or Unit improvement (including without limitation, roof overhangs) constructed on any Lot to which this Section 5.06 applies, whether or not constructed in replacement of the structure or improvement previously located thereon (so long as such structure or improvement is in substantially the same configuration and location as such prior structure or improvement) now or hereafter encroaches upon any other Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure (including without limitation, roof overhangs) on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to substantially duplicate the location and configuration of the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Areas due to the reconstructed structure's being in a slightly different location than its predecessor shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist. Notwithstanding the foregoing, this Section 5.06 shall not apply to improvements on Patio Lots and Custom Lots.

5.07 Landscape and Snow Removal Maintenance Easement. Each Owner (other than Custom Lot Owners) shall, by acquiring or in any way becoming vested with his Owner's interest in a Lot, irrevocably grant to the Association an easement (a) to those portions of the Lot as are exterior to the actual foundations of the Owner's residence constructed upon such Lot to provide uniform landscape maintenance on such Lot with the Common Areas within the Development; and (b) to sidewalks and driveways upon the Lot to provide snow removal maintenance. The areas covered by the foregoing maintenance easement shall be deemed to be Common Areas for such purposes only (but not for purposes of ownership, title, taxes, etc.).

5.08 Landscape and Snow Removal Maintenance Right.

(a) For the absence of doubt and without limitation of the other rights given to Declarant hereunder, the Association and all Owners acknowledge and agree for the benefit of the Declarant, that the Declarant has the right to control all decisions with respect to installation and maintenance of landscaping and snow removal of the Property (including but not limited to the choice of landscaper and the related costs incurred by the Board or the Association) until the Class B Voting rights terminate in accordance with Section 11.02.

(b) The Association and all Owners acknowledge and agree for the benefit of Plant Specialties, Inc., a Utah corporation (the "Landscaper"), that the Association is bound to enter into an Agreement (the "Park Landscaping Agreement") with the Landscaper for the maintenance of the Park (including but not limited to the pond and the landscaping). The Park Landscaping Agreement will

provide that the Landscaper will be entitled to continue to maintain such landscaping for up to thirty (30) years so long as the Landscaper does not materially breach the terms and covenants of the Park Landscaping Agreement and so long as the Landscaper does not charge more than \$0.20 per square foot, subject to an annual increase on the anniversary date of the Park Landscaping Agreement of not more than the increase for the same time period in the Consumer Price Index for Retail Sales of the U.S. Department of Labor.

(c) The Association and all Owners acknowledge and agree for the benefit of the Landscaper, that the Association is bound to enter into a separate landscaping agreement (the "Development Landscaping Agreement") with the Landscaper for the maintenance of the Property that is maintained by the Association. The Development Landscaping Agreement will provide that the Landscaper will be entitled to continue to maintain such landscaping for up to thirty (30) years so long as the Landscaper does not materially breach the terms and covenants of the Development Landscaping Agreement and so long as the Landscaper does not charge more than \$0.20 per square foot, subject to an annual increase on the anniversary date of the Development Landscaping Agreement of not more than the increase for the same time period in the Consumer Price Index for Retail Sales of the U.S. Department of Labor. The Development Landscaping Agreement will be executed in an attempt to ensure that the landscaping of the Development and the Golf Course are consistent in quality and style.

5.09 Golf Course Easement and Assumption of Risk. Every Lot and the Common Areas are hereby burdened with an easement permitting golf balls hit from the Golf Course to come unintentionally upon the Lot and Common Areas. All Owners, by acceptance of a deed to a Lot, assume all risks associated with errant golf balls or golf clubs, and all Owners agree not to make any claim or institute any action against the Declarant, the Association, any Applicable Municipality, the designer, builder, owner, or manager of the Golf Course, or any other party (the "Released Parties") for any property damage, trespass, or personal injury, arising or resulting from any errant balls or golf clubs. Upon taking ownership of a Lot, each Owner agrees to indemnify and hold harmless the Released Parties against any such claim or action by the Owner or the Owner's family, guests, or invitees.

5.10 Community Center Lot. The Community Center Lot and the community center to be built thereon may initially be owned by Declarant or another party separate from the Association and leased to the Association. The Owner of the Community Center Lot will have all of the same rights as any other Owner under the Declaration, but shall not be subject to Assessments relating to the Community Center Lot. Pursuant to such lease, the Owners (except for any Owners in a particular Subsidiary Development prevented or restricted from use pursuant to the provisions of the Declaration) will be entitled to use the community center as if the community center were part of the Common Areas. Under certain conditions, the Community Center Lot may be transferred to the Association and converted to become a portion of the Common Areas of the Development. Upon such conversion, the Association shall record a notice in the Public Records stating that the conversion conditions have been met and that the Community Center Lot is now owned by the Association as part of the Common Areas, and the Association may record an amended Plat to show the conversion of the Community Center Lot into Common Areas of the Development.

5.11 Park. To the extent that the Park is made a part of the Property subject to this Declaration, the Association shall (a) refer to the Park as "Clegg Park" or "Clegg Memorial Park"; (b) install and maintain two aeration fountains in the pond in the Park, and (c) erect a plaque explaining the historical connection of John Wesley Powell to the Park. In addition, the Association agrees that so long as Darrel L. Clegg of Orem, Utah shall be alive, he shall be entitled to use the streets within the

Development as if he were an Owner and shall be part of a three-person Committee of the Board that will be entitled to make all decisions of the Board concerning the use, maintenance and operation of the Park (the "Park Committee"). Notwithstanding the foregoing, while the Park Committee is entitled to establish rules for the use of the Park that may restrict such things as the size of boats on the pond in the Park, the Park Committee shall not be entitled to prevent the reasonable access and use of the Park by the Owners and the Park Committee.

ARTICLE VI

USE RESTRICTIONS

6.01 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Units set forth in this Declaration.

6.02 Residential Use. The Property is zoned for, and restricted to, single family residential use pursuant to applicable zoning ordinances of the Applicable Municipality. Each Lot, Unit and Owner are subject to the uses and restrictions imposed by such zoning, including, but not limited to occupancy and parking restrictions. No Lot or Unit shall be used, occupied, or altered in violation of such ordinances so as to create a nuisance or to interfere with the rights of any other Owner.

6.03 Prohibited Use and Nuisances. The following uses and practices are specifically prohibited, in addition to any additional prohibitions which may, from time to time, be adopted by the Board pursuant to Section 12.03 of this Declaration:

(a) No Unit, or any part thereof, shall be used or occupied by any persons not coming within the definition of "Family" as such term is defined and intended in the zoning ordinances of the Applicable Municipality as of the date hereof.

(b) No lease of any Unit shall be for less than the whole thereof. All leases shall be in writing, with notice thereof given to the Managing Agent or to the Board. All leases shall be subject to the provisions of the Declaration whether or not stated therein.

(c) No animals, livestock, or poultry of any kind shall be permitted on any Lot or within any Unit except such domesticated household pets or birds as are allowed pursuant to the Rules and Regulations, including leash laws, adopted by the Board pursuant to Section 12.03 of this Declaration.

(d) Parking in any designated guest parking area within the Development shall be subject to the Rules and Regulations adopted by the Board pursuant to Section 12.03 of the Declaration. Parking on public streets within the Development is subject to the ordinances of the Applicable Municipality and will subject the owners of any recreational or other vehicles illegally parked to penalties as provided therein. Parking on private streets within the Development will not be allowed overnight and will not be done in such a way as to obstruct passage along the streets.

(e) No outside television or radio aerial or antenna, satellite dish (greater than two feet in diameter) or other similar device for reception or transmission shall be permitted on any Lot or the exterior of any Unit except by written approval of the DRC pursuant to Rules and Regulations adopted by the Board pursuant to Section 12.03 of this Declaration.

(f) No Unit within the Development shall (i) contain any coal or wood-burning fireplace, stove, or other similar device unless the same is EPA approved or unless such fireplace, stove or other device is fueled by natural gas only; or (ii) contain a swamp cooler.

(g) No business vehicle in excess of 3/4 ton shall be parked in front of Units overnight nor shall any vehicle be repaired, disassembled or reassembled on any Lot, private street, Common Area, or guest parking in the Development.

(h) Unit garages are to be used for the parking of automobiles and not for general storage of miscellaneous items. Garage aprons of each Unit are to be used for guest parking for guests of the Unit.

(i) Except for trash collection days, trash cans are not to be left outside within view of the private or public streets. Empty trash cans should be returned to an inside or screened area as soon as possible, but no longer than 24 hours after trash pick-up.

(j) Except for Custom Lots, Unit interior windows shall be covered within 30 days of occupancy with permanent window coverings (as seen from exterior streets or Common Areas).

(k) Unit patios and balconies shall not be used as a storage area nor for the hanging and drying of laundry or for decorative items visible from adjoining Lots or Common Areas.

(l) The Development does not contain, nor will the Association provide, any parking area for the storage of recreational vehicles ("RVs") of any kind, including, but not limited to, motor homes, campers, trailers, ATVs, motorcycles, snowmobiles, skidoos, etc., and no such RVs shall be parked or stored on any public or private street, Common Areas, or on any Lot driveway.

(m) Individual Lots and Units shall not have individual mailboxes.

(n) No motorized boats shall be allowed on any lake or pond contained in the Development.

(o) Individual Lots and Units shall not install netting or similar devices or materials to restrict golf balls.

ARTICLE VII

DESIGN REVIEW

7.01 Design Review Committee. The Board of Directors of the Association shall appoint a three-member Design Review Committee (the "DRC"), the function of which shall be to ensure that all improvements and landscaping within the Development harmonize with existing surroundings and structures. The DRC need not be composed of Owners. If the DRC is not appointed, the Board itself shall perform the duties required of the DRC.

7.02 Submission to DRC. Except for original construction by Declarant, no Unit, or accessory of or addition to a Unit which is visible from the Common Areas or another Unit or Lot, shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Unit shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the DRC.

7.03 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the DRC shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Lots within the Development conform to and harmonize with existing surroundings and structures. Any structure hereafter constructed on any Lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure; and if the plans and specifications therefor meet such criteria, the DRC must approve the same.

7.04 Approval Procedure. Except as provided in Section 7.03, any plans and specifications submitted to the DRC shall be approved or disapproved by it in writing within 40 days after submission. In the event the DRC fails to take any action within such specified period, it shall be deemed to have approved the material submitted except in those respects to which such material is not in conformity with the provisions of this Declaration, as to which respects it shall be deemed disapproved.

7.05 Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the DRC shall be diligently pursued to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy portions of the Common Areas in the vicinity of the activity, provided that they shall promptly restore such areas to their prior condition when the use thereof is no longer required.

7.06 Liability for Damages. Neither the DRC nor any member thereof shall be held liable for damages by reason of any action, inaction, approval, or disapproval taken or given without malice by such member or the DRC with respect to any request made pursuant to this ARTICLE VII.

7.07 Declarant's Obligation. Declarant hereby covenants in favor of each Owner (a) that all Units to be constructed by it and all improvements of the Common Areas to be accomplished by it in the Development will be architecturally compatible with respect to one another in each Subsidiary Development in Declarant's reasonable discretion (except that architectural compatibility is not required as between each Subsidiary Development); and (b) that on the date on which this Declaration is filed for record in the Public Records all Lots and Common Areas of the Development will be located approximately in the locations shown on the applicable Plat.

7.08 Applicability to Custom Lots. The Custom Lots shall not be subject to the DRC submission and approval provisions of Article VII, it being understood that the Custom Lots will be

subject to separate design and similar requirements and provisions controlled solely by the Owners of the Custom Lots.

ARTICLE VIII

INSURANCE

8.01 Hazard Insurance. The Board shall procure and maintain from a company or companies holding a financial rating of Class A or better from Best's Key Rating Guide, a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the Common Areas owned by the Association, the Community Center Lot, and all the Townhouse Units (and/or Buildings in which such Units exist, including all building service equipment, if any, and the like), but not the contents thereof, and all roofs, surfaces and structures comprising Townhouse Units (regardless of any definition thereof in ARTICLE II) with an Agreed Amount Endorsement, or its equivalent, if available, or an Inflation Guard Endorsement, and such other endorsements as the Board may deem to be warranted and reasonable. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners as their interests appear, and shall afford protection, to the extent applicable, against at least the following:

- (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, windstorm, and water damage; and
- (b) such other risks as are customarily be covered with respect to facilities similar in construction, location and use.

8.02 Liability Insurance. The Board shall procure and maintain from a company or companies holding a financial rating of Class A or better from Best's Key Rating Guide a policy or policies of public liability insurance to insure the Association, the Board, the Managing Agent and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the conditions of the Common Areas, or activities conducted thereon, under a comprehensive general liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried in connection with properties of comparable character and usage in Utah County, Utah, nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for the property of others, and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners, and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The policy shall provide that the policy may not be canceled or substantially modified by the insurer unless it gives at least 30 days' prior written notice thereof to each insured. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

8.03 Additional Insurance; Further General Requirements. The Board may also procure

insurance which shall insure the Common Areas and the Association or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide:

- (a) a waiver of the insurer's right of subrogation against the Association, the Owners, and their respective directors, officers, agents, employees, invitees and tenants;
- (b) that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners;
- (c) that it cannot be canceled, suspended or invalidated due to the conduct of the Association without a prior written demand that the defect be cured; and
- (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

8.04 Fidelity Coverage. The Association may elect to maintain fidelity coverage to protect against dishonest acts on the part of officers, trustees, managing agents, directors and employees of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association. In that event, such fidelity bonds shall:

- (a) name the Association as an obligee;
- (b) be written in an amount based upon the best business judgment of the Association and shall not be less than the estimated maximum of funds (including reserve funds) in the custody of the Association or the Managing Agent at any given time during the term of each bond, but in no event be less than a sum equal to three months' assessment on all Lots plus reserve funds;
- (c) contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and
- (d) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the insured.

8.05 Review of Insurance. The Board shall periodically, and whenever requested by Owners entitled to exercise at least twenty percent (20%) of the outstanding votes in the Association, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Unit and to the holder of any Mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner and any Mortgagee.

8.06 Other Insurance Provisions. All insurance required pursuant to this ARTICLE VIII shall be written by insurers licensed in the State of Utah. Notwithstanding anything in this ARTICLE VIII to the contrary, any insurance required to be obtained by the Association pursuant to Sections 8.01,

8.02, 8.03 or 8.04 of this ARTICLE VIII shall be required only to the extent that the Development includes a material amount of Common Areas, such coverage is reasonably obtainable at reasonable rates, and is customarily obtained with respect to improvements or facilities having the same or similar characteristics of the Common Areas and Units or risks being insured.

8.07 Insurance on Patio Units and Custom Units. Owners of Patio Units and Custom Units shall procure at their sole cost and expense, and shall maintain in force, hazard insurance on their particular Unit and contents and personal liability coverage as is customary in residential units such as the Patio Units and Custom Units in the Development. The Board shall not be required to submit claims under any of its Development policies required by this Declaration for any damage or liability claims that should or would have been covered under an Owner's policy.

8.08 Townhouse Units: Owners Contents Policies. Townhouse Unit Owners shall be responsible to purchase and maintain in force a condominium owner type contents policy (State Farm HO6 or equivalent) with respect to their individual Units. All claims for damage to any such Unit must first be submitted by the Owner to his insurer under his contents policy. The Board shall not be required to submit claims under any of its Development policies required by this Declaration for any damage or liability claims that should or would have been covered under an Owner's contents policy.

ARTICLE IX

RIGHTS OF MORTGAGEES

9.01 Title and Mortgagee Protection. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title, or of any other interest in a Lot, or any other portion of the Property. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of, or other rights under, any Mortgage. Unless and until it enters into possession, or acquires title pursuant to foreclosure, or any arrangement or proceeding in lieu thereof, any Mortgagee interested under any Mortgage affecting a Lot or any other portion of the Property shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration (other than those, if any, concerning a consent or approval to be given by a Mortgagee if such Mortgagee's failure to do so is wrongful). No amendment to this Declaration shall in any way affect the rights of any Mortgagee named in a Mortgage which is in effect at the time of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

9.02 Preservation of Common Areas. The Common Areas shall remain substantially of the same character, type and configuration as when such Common Areas became part of the Development. Unless the Association shall receive the prior written approval of (a) all first Mortgagees of Lots and (b) at least two-thirds (2/3) of the outstanding votes in the Association, the Association shall not be entitled by act or omission to abandon, partition, subdivide, encumber, sell, transfer or materially modify the Common Areas, except to grant reasonable easements for utilities and similar or related purposes.

9.03 Notice of Matters Affecting Security. The Association shall give written notice to any Mortgagee of a Lot requesting such notice whenever:

(a) there is any material default by the Owner of the Lot subject to the Mortgage in performance of any obligation under this Declaration, or the Articles of the Association, which is not cured within 60 days after default occurs; or

(b) damage to the Common Areas from any one occurrence exceeds \$10,000; or

(c) there is any condemnation or taking by eminent domain of any material portion of the Common Areas.

9.04 Notice of Meetings. The Board shall give to any Mortgagee of a Lot requesting the same, notice of all meetings of the Association; and such Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

9.05 Right to Examine Association Records. Any Mortgagee shall, upon request, have the same right to inspect the books and records of the Association, and receive financial statements, as the Owner of the Lot securing the Mortgage.

9.06 Right to Pay Taxes and Charges. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may, or have, become a charge against any portion of the Common Areas and may pay overdue premiums on insurance policies pertaining to the Common Areas, or secure new insurance coverage pertaining to the Common Areas on the lapse of a policy; and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

9.07 No Priority Accorded. No provision of this Declaration gives, or may give, a Lot Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for loss to or taking of Lots and/or the Common Areas.

9.08 Construction. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this ARTICLE IX, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Association with respect to the subject concerned.

ARTICLE X

PARTY WALLS - TOWNHOUSE UNITS

10.01 General Rules of Law to Apply. Each wall to be built as a part of the original construction of the Townhouse Units and placed substantially on or near a dividing line between Townhouse Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply thereto.

10.02 **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

10.03 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owner of another Lot thereafter makes use of the wall, such other Owner shall contribute to the cost of restoration thereof in proportion to such use; the foregoing provision shall not prejudice, however, the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions.

10.04 **Weatherproofing.** Notwithstanding any other provision of this ARTICLE X, an Owner who, by his negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

10.05 **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this ARTICLE X shall be appurtenant to the land and shall pass to such Owner's successors in title.

ASSOCIATION BYLAWS

THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS DECLARATION AS ARTICLES XI, XII AND XIII. THE MISCELLANEOUS PROVISIONS OF ARTICLE XIV OF THIS DECLARATION SHALL BE APPLICABLE TO BOTH THE DECLARATION AND BYLAWS PROVISIONS, AS THE CASE MAY BE, TO THE EXTENT NOT IN CONFLICT WITH LAW.

ARTICLE XI

BYLAWS

BYLAWS - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

11.01 **Membership.** Every Owner, upon acquiring title to a Lot, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Lot ceases for any reason, at which time his membership in the Association, with respect to such Lot, shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory, shall be appurtenant to, and shall not be separated from, the ownership of a Lot.

11.02 **Voting Rights.** The Association shall initially have two classes of voting memberships, votes of both classes being of equal value as to all matters except for determining the presence or absence of a quorum at Association meetings, in which case such determination shall be made as if there were no Class B voting rights:

(a) **Class A.** Each Owner, including Declarant, shall be a Class A member entitled to one vote for each Lot in which such member holds the interest required for Association membership.

(b) **Class B.** Declarant shall be the only person entitled to Class B voting rights which shall entitle Declarant to one vote for each Class A voting right outstanding at the time (including any to which Declarant is entitled). Class B voting rights shall terminate and become a nullity on the earlier of:

(i) the expiration of 90 days following the date on which the total outstanding Class A voting rights, other than those held by Declarant, equal the total number of Class B voting rights to which Declarant is entitled pursuant to the provisions of Section 11.02(b); or

(ii) on December 31, 2014; or

(iii) upon surrender of the Class B voting rights by Declarant in writing to the Association.

Upon the termination of the Class B voting rights, all members, including Declarant, shall have equal voting rights as to all matters except as they may be limited in Section 5.04(d).

11.03 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the total number of votes appurtenant to such Lot be cast with respect to any issue. A vote cast at any Association meeting, or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the applicable Lot unless an objection is made at the meeting, or in writing, by another Owner of the same Lot, in which event no vote will be counted with respect to such Lot except to determine the presence or absence of a quorum.

11.04 Records of Ownership. Every Owner shall promptly cause to be duly filed of record in the Public Records the conveyance document (or in the case of contract buyer, a copy of the sales contract or notice of interest) to him of his Lot and shall file a copy of such conveyance document with the Secretary of the Association, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein shall notify the Secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the Secretary of the Association shall maintain all such information in the records of ownership. The Association may at any time obtain and rely on information from the Public Records regarding the Owners and Mortgagees of Lots.

11.05 Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Secretary of the Association in the notice therefor.

11.06 Annual Meetings. Annual meetings of the membership of the Association shall be held in each year beginning in the year 2005 on such month, day and time as is set forth in the notice therefor; provided, that after the first such annual meeting, a month other than the month of the initial meeting may be chosen if it is deemed by the membership to be more convenient. At such annual meetings there shall be elected Directors of the Board, as needed, pursuant to the provisions of this Declaration. Financial

and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before each meeting.

11.07 Special Meetings. The President shall call a special meeting of the Owners as directed by a resolution of the Board or on a petition signed by Owners holding at least twenty five percent (25%) of the total votes of the Association having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice therefor unless consented to by fifty percent (50%) or more of the Owners present, either in person or by proxy.

11.08 Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least 10, but not more than 20, days prior to such meeting. The mailing of notice by prepaid U.S. Mail, or by delivery in person, shall be considered notice served.

11.09 Quorum. Except as provided in Section 13.10, Owners present in person or by proxy at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special; provided, however, that such Owners collectively be entitled to cast at least twenty-five percent (25%) of the total Association votes eligible to vote.

11.10 Adjourned Meetings. If a meeting of Owners cannot be organized because a quorum is lacking pursuant to Section 11.09, the Owners present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the requirements for a quorum shall be reduced by one-half that required at the immediately preceding meeting.

11.11 Officers. The Association shall have a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Secretary and Assistant Treasurer, if needed. One person may fill more than one office, except that the President may not fill the office of Secretary or Vice President. The officers shall be elected by the Board in an organizational meeting of the Board immediately following each annual meeting of Owners at which the new Board are to be elected; provided that until Board members are elected by Owners pursuant to Section 11.13, the officers will be appointed by Declarant.

(a) **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties that are usually vested in the office of president of a similar type association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. The Secretary shall have charge of such books and records as the Board may direct and he shall, in general, perform all duties incident to the office of secretary of a similar type association.

(d) **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

11.12 Initial Composition of Board: Declarant Control. Declarant alone shall have the right to select the initial Board which may be composed of three members, none of whom need be Owners, or to perform the duties of the Board in place of the Board. Such right of the Declarant to appoint the Board, or to perform its duties, shall remain in Declarant until the termination of the Class B voting rights as provided in Section 11.2(b) at which time the Association shall proceed to elect members of the Board in accordance with the Association's Bylaws as set forth in Section 11.13.

11.13 Board of Directors or Trustees: Owner Control; Composition, Election, Vacancies. Subject to the provisions of Section 11.12, the Board shall be composed of three members, each of whom shall be an Owner (or an officer, director, or agent of a non-individual Owner). At the first meeting of Owners to elect the Board, one member shall be elected to a three-year term, one to a two-year term, and one to a one-year term. As members' terms expire, new members shall be elected for three-year terms and shall serve on the Board until their successors are elected. Vacancies on the Board shall be filled by the remaining Board members from among the Owners, and such appointees shall serve until the next annual meeting of Owners when their successors shall be elected for the unexpired term of the member they were appointed to replace. Any appointee may stand for election to a full or unexpired term. The Owners may increase the number of Board members to an odd number not to exceed nine at any meeting of Association members at which such increase is properly placed on the agenda and meeting notice. Upon any such increase, the Board members' terms shall be staggered over three years as with the Board elected at the first meeting of Owners.

11.14 Indemnification of Board. Each of the members of the Board shall be indemnified and held harmless by the Lot Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorneys fees reasonably incurred in connection with any proceeding in which such Board member may become involved by reason of being, or having been, a member of said Board.

11.15 Board Meetings, Quorum, Board Action. The Board shall establish rules for its meetings, whether regular or special. A majority of current Board members shall constitute a quorum. The action of a majority of those Board members attending a meeting at which a quorum is present shall be sufficient to constitute the action of the Board. Action by consent shall require the unanimous written consent of all current Board members.

11.16 Board Committees. The Board shall create the Park Committee for so long as Darrel L. Clegg has the right to be a member of the Park Committee pursuant to Section 5.11 hereof. The Board may create one or more other committees and appoint members of the Board to serve on them. Each committee shall have two (2) or more members, who serve at the pleasure of the Board. The provisions of these Bylaws that govern meetings of the Board, e.g., notice requirements, waiver of notice, quorum and voting requirements, and action without a meeting, apply to committees and their members as well.

ARTICLE XII

BYLAWS - DUTIES AND POWERS OF THE ASSOCIATION

12.01 Duties of the Association. The Association, through its Board, is responsible for the maintenance of any Common Areas, the determination, imposition and collection of Assessments, the enforcement of the provisions of this Declaration and, in general, the preservation of the residential quality and character of the Development to the benefit and general welfare of the Owners. Without limiting any other duties which may be imposed upon the Association by its Articles, Bylaws, or the Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Development:

- (a) Accept all Owners as members of the Association.
- (b) Accept title to all Common Areas conveyed to it, whether by Declarant or by others, but may refuse if the same is not free and clear of liens and encumbrances.
- (c) Maintain, repair and replace any structural Common Areas.
- (d) In connection with its duties to maintain and repair Common Areas, to provide (i) maintenance and repair upon the exterior surfaces and roofs of the Townhouse Units (and/or the buildings in which such Units exist), including but not limited to, painting, staining, replacing, and caring for roofs, gutters, downspouts, exterior surfaces, window casings, trim, fences and other exterior improvements except glass surfaces, and (ii) maintenance of the landscaping and removal of snow from the areas for which an easement is granted pursuant to Section 5.07. The Association shall also be responsible for maintenance and repair as needed of terrace and subsurface drains ("V" ditches and the like), if any, which traverse any Common Areas within the Development.
- (e) To the extent not assessed to or paid by the Owners directly, pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments; and further, to make a pro rata Specific Assessment to all Lots and the Owners thereof for the total amount so levied and paid by the Association.
- (f) Obtain and maintain in force the policies of insurance required of it by the provisions of the Declaration.

12.02 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles and Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of the Declaration or the Bylaws. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- (a) At any time and from time to time, and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement as required by the provision of the Declaration. The Association shall

also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, the Bylaws or any Rules and Regulations promulgated by the Board, or to enforce by mandatory injunction, or otherwise, all of the provisions of the Declaration, the Bylaws and such Rules and Regulations.

(b) In fulfilling any of its duties under the Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Lots to the extent necessitated by the failure to do so of the Owners of such Lots, or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, the Association shall have the power and authority to obtain, contract and pay for:

(i) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the Board shall deem appropriate;

(ii) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of the Association, the members of the Board, and the Owners;

(iii) Such Common Area related utility services as the Board may from time to time deem necessary or desirable;

(iv) The services of architects, engineers, attorneys, certified public accountants, and such other professional or nonprofessional services as the Board may deem desirable;

(v) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any portion of the Development; and

(vi) Such materials, supplies, equipment, services and labor as the Board may deem necessary.

12.03 Association Rules and Regulations. The Board from time to time, subject to and not inconsistent with the provisions of the Declaration or the Bylaws, may adopt, amend, repeal and enforce reasonable Rules and Regulations governing, among other things: (a) the use of the Common Areas; (b) the collection and disposal of refuse; (c) uses and nuisances pertaining to the Development; and (d) all other matters concerning the use and enjoyment of the Common Areas and the conduct of Owners and their invitees within the Development.

12.04 Managing Agent. The Association may engage (but is not required to do so) a responsible corporation, partnership, firm, person or other entity, as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be reasonable as specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon 30 days' written notice thereof. Any Managing Agent shall be an independent contractor.

12.05 **Limitation of Liability.** No member of the Board, acting in good faith, shall be personally liable to any Owner, guest, tenant or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee of the Board, or the Managing Agent.

ARTICLE XIII

BYLAWS - ASSESSMENTS

13.01 **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant with, and agree to pay to, the Association the Assessments described in this ARTICLE XIII, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which the Assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

13.02 **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the Development, the interests of the Owners therein, paying costs properly incurred by the Association, and the maintenance, operation and carrying of the Common Areas. The use made by the Association of funds obtained from Assessments may include, but shall not be limited to, payment of the Common Expenses and any other expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under the Declaration, the Articles, the Bylaws, or the Rules and Regulations.

13.03 **Annual Assessments.** Annual Assessments shall be computed and assessed against all Lots in the Development based upon advance estimates of the Association's cash requirements to provide for payment of Common Expenses.

13.04 **Annual Budget.** Annual Assessments shall be determined on the basis of a fiscal year ending December 31; provided the first fiscal year shall begin on the date of recordation of this Declaration in the Public Records. On or before December 15 of each fiscal year, the Board shall prepare and furnish to each Owner an operating budget for the upcoming fiscal year. The operating budget for the first fiscal year shall be prepared and furnished to each Owner within 90 days of such Owner's initial purchase. The budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessments for the upcoming fiscal year and as the major guideline under which the Development shall be operated during such annual period.

13.05 **Notice and Payment of Annual Assessments.** Except with respect to the fiscal period ending December 31, 2004, the Association shall notify each Owner as to the amount of the Annual Assessment against his Lot on or before December 15 of the year preceding the year for which such

Annual Assessment is made. Each Annual Assessment shall be payable in 12 equal monthly instalments, each such instalment due on the first day of each calendar month during the fiscal year to which the Annual Assessment relates; provided that the Annual Assessment for the first fiscal period shall be based upon such portion of such fiscal period as follows the recordation of the Declaration in the Public Records and shall be payable in such instalments and at such times as the Association, in the sole discretion of its Board, may determine. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver of or modification in any respect of the provisions of the Declaration, or a release of any Owner from the obligation to pay such Annual Assessment, or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date 15 days after notice of such Annual Assessment shall have been given to the Owner in the manner provided in Section 14.01.

13.06 Initial and Transfer Fees. Each Owner (other than Declarant), shall be required to prepay at the time of purchase of his Lot, **whether as a first time or subsequent Owner**, a sum equal to two times the then monthly installment of the Annual Assessment, which sum shall be in addition to any proration of the Annual Assessment which may be due for the current fiscal year in which a new Owner purchases his Lot. Such fees shall become part of the Association's general fund to be utilized as necessary for payment of Common Expenses.

13.07 Maximum Annual Assessment. Until January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall not exceed the amount per Lot that is determined by the Board pursuant to Section 13.04. From and after January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased by the Board each calendar year thereafter (non-cumulatively) by not more than fifteen percent (15%) above the maximum Annual Assessment for the previous year, without the vote of Owners entitled to cast a majority of the Association votes.

13.08 Special Assessments. The Association may levy Special Assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to, or replacement of, infrastructure or improvements within the Common Areas. Any such Special Assessment shall be apportioned among and assessed to all Lots in the same manner as Annual Assessments. Such Special Assessments must be assented to by at least sixty percent (60%) of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least 10 but not more than 30 days prior to the meeting date.

13.09 Uniform and Different Rates of Assessment; Declarant Exemption. All Annual and Special Assessments authorized by Sections 13.03 and 13.08, respectively, shall be fixed at a uniform rate for all Lots, except that (a) only the Townhouse Lots shall bear the burden of the Common Expenses and other expenses of insurance on the Townhouse Units and the maintenance of the Townhouse Unit roofs and exteriors surfaces and (b) in the future there may be Subsidiary Developments added to the Development whose Owners shall be required to bear a greater or lesser Assessment burden depending upon the benefits afforded to them through the Declaration and the Association. Notwithstanding the foregoing, no Annual or Special Assessments shall be due and payable until a Lot has been both fully improved with a completed Unit and occupancy taken for the first time by an Owner or tenant. Accordingly, no Assessments will be owed by the Declarant with respect to Lots that are not yet fully improved. During the period of time that Declarant holds the Class B voting rights in the Association, if

assessed fees collected by the Association fail to meet the Association expenses adequately, then Declarant shall pay any shortfall.

13.10 Quorum Requirements. The quorum at any Association meeting required for any action authorized by Section 13.08, shall be as follows: At the first meeting called, the presence of Owners or proxies entitled to cast sixty percent (60%) of the total Association votes eligible to vote shall constitute a quorum. If a quorum is not present at the first meeting, or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in said Section 13.08) at which the quorum requirement shall be one-half (½) of the quorum which was required at the immediately preceding meeting.

13.11 Specific Assessment. In addition to the Annual Assessment and any Special Assessment authorized pursuant to Sections 13.03 and 13.08, the Board may levy at any time Specific Assessments (a) on every Lot especially benefitted (i.e., benefitted to a substantially greater degree than any other Lot) by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on every Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; (c) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to any of the provisions of the Declaration; and (d) on any Lot and Owner for a pro rata share of real estate taxes assessed to Development Common Area separately, i.e., not assessed by the Utah County Assessor pro rata to each Owner and such Owner's Lot in a single, combined assessment. The aggregate amount of any such Specific Assessment shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and all attorney's fees and costs, and shall be allocated among the affected Lots according to the magnitude of special benefit, or cause of damage, or maintenance, or repair work, or enforcement action, as the case may be, and such Assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance or operation obligations of the Association, it shall not give rise to a Specific Assessment against the Lots benefitted.

13.12 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payment of all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

13.13 Effect of Nonpayment; Remedies. Any Assessment (whether Annual, Special or Specific) not received within 10 days of the date on which it or any instalment thereof becomes due shall be subject to a late charge not to exceed 5% thereof, which, together with interest and costs of collection, shall be, constitute, and remain a continuing lien on the affected Lot. If any Assessment is not received within 10 days after the date on which it becomes due, the amount thereof shall also bear interest from the due date at the rate of one percent (1%) per month; and the Association may bring an action against the Owner who is personally liable therefor, or may foreclose its lien against the Lot pursuant to provisions of the Utah Code applicable to the exercise of powers of sale in deeds of trust, by foreclosure as a mortgage, or in any other manner permitted by law. Any judgment obtained by the Association in connection with the collection of delinquent Assessments and related charges shall include reasonable attorney's fees, court costs, and every other expense incurred by the Association in enforcing its rights. Failure of the Association to promptly enforce any remedy granted pursuant to this Section 13.13 shall

not be deemed a waiver of any such rights.

13.14 Subordination of Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate to the lien of any Mortgage given in the first instance to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such Mortgage or a purchaser who comes into possession of or becomes the Owner of a Lot by virtue of the foreclosure of such Mortgage, or the exercise of a power of sale under such Mortgage, or by deed in lieu of foreclosure, shall take free of such Assessment lien as to any Assessment instalment which accrues or becomes due prior to the time such holder or purchaser comes into possession or ownership of such Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage, or by exercise of such power of sale, in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer of a Lot in connection with any foreclosure of a Mortgage shall relieve any Lot from the lien of any Assessment installment, or portion thereof, thereafter becoming due.

13.15 No Abatement. No diminution or abatement of any Assessments under the Declaration shall be claimed or allowed for inconvenience, annoyance, or discomfort arising from (a) any construction (or lack of construction) within the Development; (b) the making of (or failure to make) any repairs or improvements to, or the maintenance of, any Common Areas of the Development; or (c) from any action taken to comply with the provision of the Declaration or with the laws, ordinances, regulations, rules, or orders of any governmental authority.

ARTICLE XIV

GENERAL PROVISIONS

14.01 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person, as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or any officer or Board member of the Association or to the Association's Registered Agent as reflected in the Association's records at the Office of the Division of Corporations and Commercial Code of the State of Utah. Any notice required or permitted to be given to the DRC may be given by delivering or mailing the same to the Managing Agent of the Association or any member of the DRC.

14.02 Amendment. This Declaration may be amended (as opposed to terminated) by an instrument recorded in the Public Records, which is executed either by Owners who collectively hold at least sixty percent (60%) of the total outstanding votes in the Association, or by the Association's President and Secretary, who shall certify that the required sixty percent (60%) vote was obtained in a Member meeting, or by consent, and is so documented in the records of the Association. No amendment to any provision of this Declaration which has the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant (in its capacity as Declarant), shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is specifically consented to in writing by Declarant.

14.03 Consent in Lieu of Vote. In any case in which this Declaration requires for

authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of votes outstanding in the Association, or of the Owners, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all votes then outstanding in the Association, unless a higher percentage or a greater number is required by law. The following additional provisions shall govern any application of this Section 14.03:

- (a) All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any Owner;
- (b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed;
- (c) Any change in ownership of a Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose; and
- (d) Unless the consent of all Owners whose memberships are appurtenant to the same Lot are secured, the consent of none of such Owners shall be effective.

14.04 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration, or in any way relating to the Development, may be assigned without the consent of any Owners.

14.05 Interpretation. The captions pertaining to the ARTICLE and Section numbers of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

14.06 Condemnation. If at any time or times an insubstantial or minor part of the Common Areas 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 by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. In the event of any other taking or condemnation, the interests of the Association, the Owners and Mortgagees shall be as they may appear.

14.07 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land, or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Unit shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any Rules and Regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or Unit, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

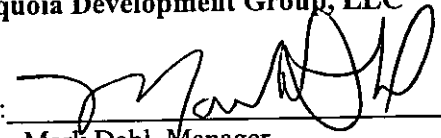
14.08 **Enforcement of Restrictions.** The Association, any Owner or any Mortgagee shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of, this Declaration. The prevailing party in any such action shall be entitled to collect court costs and reasonable attorney's fees.

14.09 **Duration/Termination:** This Declaration shall remain in effect until such time as there is recorded in the Public Records, following the approval of the City of Orem authorizing such termination, an instrument of termination which is executed by eighty percent (80%) of the total outstanding votes of the Association, plus the Mortgagee of each and every Lot.

14.10 **Effective Date.** This Declaration, and any amendment hereto, shall take effect upon its being filed for record in the Public Records.

EXECUTED by Declarant on the day and year first above written.

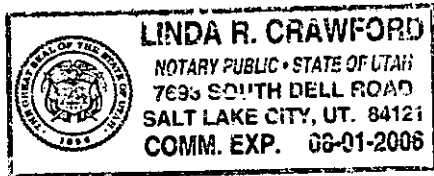
Sequoia Development Group, LLC

By: 
Mark Dahl, Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The within instrument was acknowledged before me this 18th day of November, 2004, by **Mark Dahl** in the capacity indicated.


NOTARY PUBLIC



**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

**Sleepy Ridge
A Planned Residential Development**

Orem, Utah

The following real property located in the County of Utah, State of Utah:

Golden Pond at Sleepy Ridge P.R.D. - Phase 1:

Beginning at a point which is North 89°34'05" East, along the section line 482.56 feet and South 00°25'55" East, 3478.39 feet from the North Quarter Corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 74°00'37" East, 44.01 feet; thence South 73°56'58" East, 76.02 feet; thence South 80°40'38" East, 50.54 feet; thence South 09°19'22" West, 73.00 feet; thence South 80°40'38" East, 12.59 feet; thence South 09°19'22" West, 16.00 feet to a point on a 5.00 foot radius curve to the left; thence 7.85 feet along said curve through a central angle of 90°00'00" (chord bears South 35°40'38" East, 7.07 feet); thence South 80°40'38" East, 20.64 feet to a point on a 200.00 foot radius curve to the left; thence 18.67 feet along said curve through a central angle of 05°20'59" (chord bears South 83°21'08" East, 18.67 feet); thence South 86°01'37" East, 43.24 feet to a point on a 200.00 foot radius curve to the right; thence 12.01 feet along said curve through a central angle of 03°26'27" (chord bears South 84°18'24" East, 12.01 feet) to a point on a 226.50 foot radius curve to the left; thence 34.66 feet along said curve through a central angle of 08°46'00" (chord bears South 86°58'10" East, 34.62 feet) to a point on a 50.00 foot radius curve to the left; thence 7.89 feet along said curve through a central angle of 09°02'41" (chord bears North 84°07'30" East, 7.88 feet) to a point on a 230.00 foot radius curve to the left; thence 27.78 feet along said curve through a central angle of 06°55'14" (chord bears North 76°08'32" East, 27.76 feet) to a point on a 100.00 foot radius curve to the right; thence 9.32 feet along said curve through a central angle of 05°20'17" (chord bears North 75°21'03" East, 9.31 feet) to a point on a 223.00 foot radius curve to the left; thence 38.43 feet along said curve through a central angle of 09°52'23" (chord bears North 73°05'00" East, 38.38 feet) to a point on a 23.00 foot radius curve to the left; thence 31.90 feet along said curve through a central angle of 79°27'52" (chord bears North 28°24'53" East, 29.40 feet) to a point of non-tangency with a 372.00 foot radius curve to the left; thence 12.91 feet along said curve through a central angle of 01°59'17" (chord bears South 12°18'41" East, 12.91 feet); thence North 76°41'40" East, 44.00 feet; to a point of non-tangency with a 328.00 foot radius curve to the left; thence 105.52 feet along said curve through a central angle of 18°25'58" (chord bears South 22°31'19" East, 105.07 feet); thence South 53°45'09" West, 64.17 feet to a point of non-tangency with a 392.00 foot radius curve to the right; thence 57.40 feet along said curve through a central angle of 08°23'21" (chord bears North 28°16'53" West, 57.34 feet) to a point on a non-tangent 15.00 foot radius curve to the left; thence 3.87 feet along said curve through a central angle of 14°46'32" (chord bears South 76°58'01" West, 3.86 feet); thence North 20°25'15" West, 5.00 feet to a point of non-tangency with a 282.00 foot radius curve to the right; thence 39.93 feet along said curve through a central angle of 08°06'44" (chord bears South 73°38'07" West, 39.89 feet) to a point on a 105.00 foot radius curve to the right; thence 15.50 feet along said curve through a central angle of 08°27'29" (chord bears South 81°55'13" West, 15.49 feet); to a point on a 277.00 foot radius curve to the right; thence 37.47 feet along said curve through a central angle of 07°45'00" (chord bears North 89°58'32" West, 37.44 feet) to a point on a 272.66 foot radius curve to the right; thence 47.51 feet along said curve through a central angle of 09°59'04" (chord bears North 80°45'27" West, 47.45 feet) to a point on a 195.00 foot radius curve to the left; thence 12.13 feet along said curve through a central angle of

03°33'47" (chord bears North 77°32'49" West, 12.12 feet); thence North 79°19'42" West, 49.75 feet to a point on a 195.00 foot radius curve to the left; thence 4.59 feet along said curve through a central angle of 01°20'56" (chord bears North 80°00'10" West, 4.59 feet); thence North 80°40'38" West, 84.74 feet to a point on a 321.00 foot radius curve to the right; thence 37.87 feet along said curve through a central angle of 06°45'37" (chord bears North 77°17'49" West, 37.85 feet); thence North 73°55'01" West, 12.17 feet; thence South 16°21'31" West, 40.62 feet; thence South 10°12'41" West, 25.00 feet; thence South 13°51'21" West, 43.98 feet; thence South 08°34'27" West, 90.27 feet; thence South 66°04'06" East, 130.50 feet; thence South 45°58'54" West, 48.80 feet; thence North 89°49'15" West, 60.91 feet; thence North 76°46'01" West, 30.04 feet; thence North 10°37'32" West, 28.76 feet; thence North 84°17'34" West, 4.05 feet; thence North 08°34'27" East, 143.49 feet; thence North 70°39'06" West, 98.27 feet; thence North 19°20'54" East, 88.43 feet; thence North 16°04'59" East, 147.05 feet to the point of beginning.

Contains: 1.41 acres

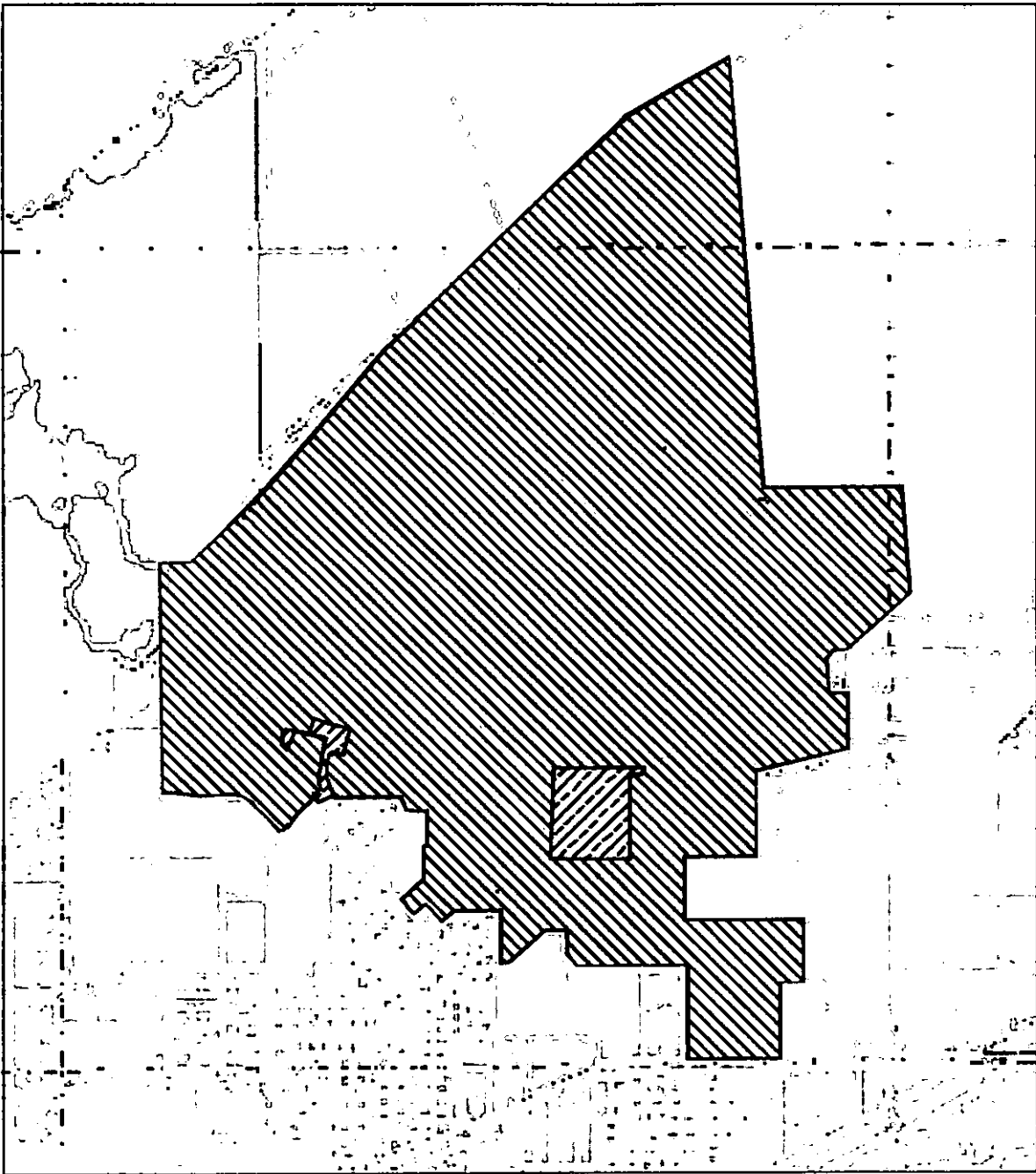
DECLARATION OR EASMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS



Sleepy Ridge
A Planded Residential Development

Orem Utah


THIS DISCRIPTION OF THE ADDITIONAL LAND IS SET FORTH AND ATTACHED IN THIS EXHIBIT B TO THE DECLARATION SOLELY FOR PURPOSES OF INDENTIFICATION. THE DECLARATION IS NOT INTENDED AS AND SHOULD NOT BE DEEMED TO CONSTITUTE ANY LIEN, ENCUMBERANCE, RESTRICTION, OR LIMITATION UPON ANY PORTION OF THE ADDITIONAL LAND UNLESS AND UNTIL SUCH PORTION IS ADDED TO THE DEVELOPMENT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION. THE ATTACHED LEGAL DESCRIPTIONS ARE INTENDED TO COVER THE PROPERTY SHOWN ON THE ATTACHED MAP.

SLEEPY RIDGE AREA PARCEL MAP



 = POSSIBLE ADDITIONAL LAND
 = EXCLUDED LAND


 1" = 1000'

	
PEPG ENGINEERING, L.L.C. 437 N. 12300 S. #100 • DRAFTER: UJ 04020 PH: (801) 562-5521 • FAX: (801) 562-2551	
403330079 PROJECT NUMBER	04/28/04 FILE NAME
NOVEMBER 19, 2004 DATE	

Mail Tax Notice To:
Cook's Land & Investment, L.P.
4264 North Canyon Road
Provo, Utah 84604

ENT 4927 BL 4939 PG 174
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Jan 18 11:09 am FEE 19.00 BY 88
RECORDED FOR VERL COOK

SPECIAL WARRANTY DEED

Verl W. Cook and Londa N. Cook, also known as Londa Cook, also known as Londa S. Cook, Grantors, hereby CONVEY and WARRANT against all claiming by, through or under Grantors to Cook's Land & Investment, L.P., Grantee for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tracts of land in Utah, State of Utah:

See attached Exhibit "A" for legal descriptions.

WITNESS the hand of said Verl W. Cook and Londa N. Cook, also known as Londa Cook, also known as Londa S. Cook, this 15 day of January, one thousand nine hundred and ninety-nine.

Signed in the presence of

Verl W. Cook

Verl W. Cook

Londa N. Cook

Londa N. Cook

Londa Cook

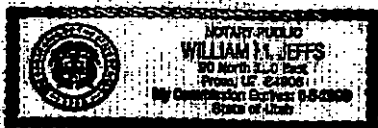
Londa Cook

Londa S. Cook

Londa S. Cook

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 15 day of January, one thousand nine hundred and ninety-nine, personally appeared before me Verl W. Cook and Londa S. Cook, also known as Londa Cook, also known as Londa S. Cook, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



William M. Jeffs
Notary Public

ORIGINAL NOT LEGIBLE

EXHIBIT "A"

VERL COOK EAST PARCEL DESCRIPTION ENT 139465:2004 PG 37 of 53
LINDON UTAH

Beginning at a point on the south side of ditch which point is South 303.43 feet and East 190.77 feet from the Northwest corner of Section 33, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 12°32'00" East 304.87 feet to a fence line; thence North 85°28'28" East along said fence line 472.69 feet; thence North 85°46'59" East along said fence line 528.26 feet; thence North 12°32'00" West along a fence line 304.80 feet to another fence line; thence South 85°44'15" West along said fence line 444.63 feet; thence South 87°23'46" West along said fence line 38.80 feet; thence South 85°25'39" West along the south side of said ditch 517.54 feet to the point of beginning.

VERL COOK WEST PARCEL DESCRIPTION
LINDON UTAH

Beginning at a point on the south side of ditch which point is South 303.43 feet and East 190.77 feet from the Northwest corner of Section 33, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 12°32'00" East 304.87 feet to a fence line; thence South 85°28'28" West along said fence line 966.81 feet; thence North 06°28'14" West along a fence line 198.71 feet; thence North 06°59'25" West along a fence line 107.64 feet to another fence line; thence North 85°44'02" East partially along said fence line and along the south side of a ditch 935.722 feet to the point of beginning.

VERL COOK PROPERTY
EDGEMONT
REMAINING PARCEL DESCRIPTION

Beginning at a point in a fence line which point is South 00°36'27" East along the 1/4 Section line 2.82 feet and West 144.01 feet from the North 1/4 corner of Section 19, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence South 00°21'56" East along a fence line 112.51 feet to a fence corner; thence South 89°31'22" East along a fence line 113.04 feet to the right of way fence along the west side of Timp View Drive; thence South 00°45'32" East along said fence line 60.77 feet to a fence corner; thence South 88°49'00" West along a fence line 263.80 feet; thence South 88°02'35" West along a fence line 732.16 feet; thence South 88°41'36" West along a fence line 245.91 feet to the east right of way line of Canyon Road (as determined by Canyonwood Estates Subdivision Plat "A"); thence North 04°07'25" West along said right of way 67.94 feet to the southwest corner of the Verl Cook Parcel; thence North 88°32'33" East along the south line of said Verl Cook Parcel 93.66 feet to the southeast corner of said parcel; thence North 00°37'27" West along the east line of said parcel 116.26 feet to the northeast corner of said parcel and to an existing fence line; thence North 88°36'51" East along said fence line 401.41 feet; thence North 88°39'49" East along said fence line 491.516 feet; thence North 88°56'37" East along said fence line 146.64 feet to the point of beginning.

Area = 4.617 Acres

ORIGINAL NOT LEGIBLE

**BOUNDARY DESCRIPTION
ACCORDING TO EXISTING FENCE LINES**

Beginning at a point which is South 454.46 feet and West 912.28 feet from the Northeast corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°45'59" East 896.39 feet to the extended line of a wire fence; thence partially along said fence North 89°53'41" West 417.00 feet to an intersection with a wood fence; thence along said fence North 00°46'09" West 891.54 feet to an intersection with a wire fence; thence partially along said fence North 89°26'18" East 417.00 feet to the point of beginning.

Contains 8.557 Acres

ORIGINAL NOT LEGIBLE

Recorded at Request of Ida W Holdaway

ENT 134463 BK 345 PG 33

at M. Rec Paid

RECORDED BY ME
1994 MAY 24 3:08 PM FEE 19.00
RECORDED FOR BLAINE R. HOLDAWAY

by Dep. Book

Page

Ref:

*540 S. Slaggy Ridge Dr.
Holladay 84058*

Mail tax notice to Dennis L. Holdaway address

ENT 134463:2004 PG 39 of 53

QUIT-CLAIM DEED

of vineyard
QUIT-CLAIM to Ida W Holdaway, grantor
County of Utah, State of Utah, hereby
Rita H Williams, Dennis Lane Holdaway, Blaine R Holdaway, and
Anabela Masterson

of Utah, grantee
Ten Dollars for the sum of
DOLLARS,

the following described tract of land in Vineyard Utah, Utah County,
State of Utah:

PARCEL NO. 1:
Commencing at the Southeast corner of the Northwest
quarter of the Northeast quarter of Section 20, Township
3 South of Range 1 East of the Salt Lake Base and
Meridian, thence North 55° 17' 20" East, thence East 12 feet,
thence South 78° 17' 20" West, thence West 12 feet, to the
place of beginning. Area 5.78 acres. More or less
subject to a right-of-way to feet wide for a road of
John W. Adams, said road now known as is located near
the West side of the above described property.

PARCEL NO. 2:
Commencing at a point which is 507.70 feet and
1474.31 feet from the northeast corner of Section 20,
T3S, R1E, S12E, thence S 10° 00' 00" E to an old fence post
on the North side of the Ida Holdaway property;
thence S 10° 00' 00" E to a fence line along the fence
line of the Ida Holdaway property; thence S 10° 00' 00" E
to the point of beginning.

PARCEL NO. 3:
Commencing at a point in the West 1/2 of the
Northeast 1/4 of Section 20, Township 3 South of Range 1 East of the Salt Lake Base and
Meridian, thence North 55° 17' 20" East, thence East 12 feet,
thence South 78° 17' 20" West, thence West 12 feet, to the
place of beginning. Area 5.78 acres. More or less
subject to a right-of-way to feet wide for a road of
John W. Adams, said road now known as is located near
the West side of the above described property.

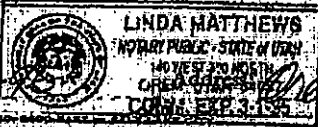
PARCEL NO. 4:
Commencing at the Northeast corner of the
Northeast 1/4 of Section 20, Township 3 South of Range 1 East of the Salt Lake Base and
Meridian, thence North 55° 17' 20" East, thence East 12 feet,
thence South 78° 17' 20" West, thence West 12 feet, to the
place of beginning. Area 5.78 acres. More or less
subject to a right-of-way to feet wide for a road of
John W. Adams, said road now known as is located near
the West side of the above described property.

Witness the hand of said grantor, this 24th day of May,
May, A. D. one thousand nine hundred and ninety four.

Signed in the presence of
Linda Matthews } Ida W. Holdaway
Ida W. Holdaway

STATE OF UTAH,
County of Utah
On the 24th day of May, A. D. one
thousand nine hundred and 94 personally appeared before me

Ida W. Holdaway
the signer of the foregoing instrument, who duly acknowledge to me that he executed the
same.



Linda Matthews
Notary Public.

My commission expires 3-1-95

ORIGINAL NOT LEGIBLE

IDA W. HOLDAWAY of 540 S. Sleepy Ridge Drive, Vineyard, County of Utah, State of Utah, transfer and set over to IDA W. HOLDAWAY of 540 S. Sleepy Ridge Drive, Vineyard, County of Utah, State of Utah, Trustee of "THE IDA W. HOLDAWAY FAMILY REVOCABLE TRUST", Assignee herein, all my right, titles and interest in and to the following:

All present and future interest of Trustor in and to the following described real property located in Vineyard, County of Utah, State of Utah, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging, and also including all present and future personalty located thereon:

ENT 139465:2004 PG 40 of 53

BT 43408 BK 3451 PG 322

PARCEL NO. 1:

Commencing at the Southeast corner of the Northwest quarter of the Northeast quarter of Section 20, Township 6 South of Range 2 East of the Salt Lake Base and Meridian; thence North 26 1/2 rods; thence West 32 rods; thence South 26 1/2 rods; thence East 32 rods to the place of beginning. Area 5.28 acres, more or less.

Subject to a right-of-way 20 feet wide for a road for John Madsen. Said road now fenced off is located near the West side of the above described property.

PARCEL NO. 2:

Commencing at a point in the north fence line of the boundary line agreement, deed No. 2115267 records of the Utah County Recorder's office and the southward extension of Ida Holdaway's east deed line, which point of intersection is S 1350.79 feet and W 1320.85 feet from the northeast corner of Section 20, T6S., R2E., SLB&M; thence along the north fence line of the boundary line agreement S 89 deg. 53'02" W 523.25 feet to a fence corner; thence along the fence N 0 deg. 38'01" W 470.12 feet to a fence corner; thence along a fence N 89 deg. 54'31" E 102.96 feet to a fence corner; thence N 09 deg. 42'44" W 1.46 feet; thence N 89 deg. 49'46" E 70.56 feet; thence S 42.50 feet; thence N 89 deg. 49'46" E 351.50

ORIGINAL NOT LEGIBLE

feet to the east line of the Ida Holdaway deed; thence
along the east deed line S 0 deg. 29' 19" E 429' 41 feet
to the point of beginning.

ENT 43408 BK 3451 PG 333

PARCEL NO. 3:

Commencing at a point which is S 879.94 feet and W.
1676.01 feet from the northeast corner of Section 20,
T6S, R2E, S1B&M; thence S. 20.0 feet to an old fence post
on the north deed line of the Ida Holdaway property;
thence along the said north deed line S. 89 deg. 49' 45"
W. 67.14 feet to a fence line; thence along the fence
line N 09 deg 42' 44" W; 20.28 feet; thence N. 89 deg.
49' 46" E. 70.55 feet to the point of beginning.

PARCEL NO. 4:

Commencing at a fence corner which is S 881.76 feet and
W 1849.29 feet from the northeast corner of Section 20,
T6S, R2E, S1B&M; thence along the fence N 89 deg. 54' 31"
E 102.96 feet to a fence on the west side of a road and
20 foot right-of-way; thence along the fence S 09 deg.
42' 44" E 18.82 feet to the north deed line of the Ida
Holdaway property; thence along the deed line S 89 deg.
49' 46" W 105.93 feet to a fence line; thence along the
fence N 0 deg. 38' 01" W 18.70 feet to the point of
beginning.

2. The following described bank accounts, money market
certificates and certificates of deposit indicated below, including
all future additions, interest and accumulations therein, and all
new accounts and their accumulations, future additions and interest
in any and all financial institutions:

- PROVO CITY EMPLOYEES CREDIT UNION, Provo, Utah
Account No. 958
- FAMILY FIRST CREDIT UNION, Geneva Road, Orem, Utah
Account No. 33899
- FIRST SECURITY BANK, f/k/a DESERET BANK,
Account No. 09409973:06

3. The ownership and beneficial interest in and to the
following described life insurance policies and plans, or
retirement plans, and all proceeds payable thereunder:

ORIGINAL NOT LEGIBLE

EXHIBIT "A"

PARCEL NO. 1:

Lot 1 of Block 6, Plat H, BAY VIEW CITY SURVEY

PARCEL NO. 2:

Lot 2 of Block 6, Plat H, BAY VIEW SURVEY

PARCEL NO. 3:

Lot 3, Block 6, Plat H, BAY VIEW CITY SUBDIVISION, according to the official plat thereof on record in the Utah County Recorder's Office.

PARCEL NO. 4:

Lot 17, Block 1, Plat H, BAY VIEW CITY SUBDIVISION, according to the official plat thereof on record in the Utah County Recorder's Office.

PARCEL NO. 5:

Lot 22, Block 6, Plat H, BAY VIEW CITY SUBDIVISION, according to the official plat thereof on record in the Utah County Recorder's Office.

PARCEL NO. 6:

BEGINNING AT A POINT ON THE SOUTH SIDE OF CENTER STREET, OREM, UTAH, WHICH POINT IS NORTH 2600.050 FEET AND WEST 1271.417 FEET (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE AS OF THE LAST PUBLISHED DATA BY THE UTAH COUNTY SURVEYOR PRIOR TO OCTOBER 18, 1976) FROM THE SOUTH QUARTER CORNER OF SECTION 16 TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0° 20' 39" EAST ALONG A FENCE LINE 358.44 FEET TO A FENCE LINE; THENCE SOUTH 88° 16' 43" WEST ALONG SAID FENCE LINE 148.77 FEET; THENCE NORTH 5° 13' 03" WEST 369.13 FEET TO SAID SOUTH SIDE OF CENTER STREET; THENCE NORTH 89° 35' 27" EAST ALONG CENTER STREET 179.58 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7:

Beginning at a point in a fence line in the South line of 100 South Street, Springville, Utah, which point is East 188.93 feet from the Northwest corner of Block 24, Plat "A", Springville City Survey;

ENT 15853 BK 3898 # 780

said point is also described as being 232 feet West of the Northeast corner of said Block, according to the official plat thereof on file in the office of the Utah County Recorder, Provo, Utah; thence East along said South line and fence line 80.00 feet; thence South $0^{\circ} 55' 49''$ East 206.80 feet to a fence line; thence South $89^{\circ} 42' 00''$ West along said fence line 80.00 feet; thence North $0^{\circ} 55' 43''$ West 207.22 feet to the point of beginning.

PARCEL NO. 8:

Lot 16, Block 3, LAKEVIEW MANOR, a Subdivision, Orem, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

PARCEL NO. 9:

Commencing South 1931.52 feet and East 771.12 feet from the North Quarter Corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; which point is nail in fence; thence South $0^{\circ} 20' 00''$ West 832.65 feet along fence; thence South $87^{\circ} 26' 29''$ East 292.56 feet; thence South 1.59 feet; thence South $87^{\circ} 26' 29''$ East 295.81 feet; thence North $0^{\circ} 16' 27''$ East 323.49 feet along fence line; thence North $0^{\circ} 36' 47''$ East 502.04 feet along fence line; thence North $19^{\circ} 28' 07''$ West 37.97 feet along fence line; thence South $89^{\circ} 55' 10''$ West 577.31 feet along fence line to beginning.

Note: Basis of bearing, the Section line from the North Quarter Corner to Northeast Corner of said Section was taken as North $89^{\circ} 34' 05''$ East State Plan Coordinate System, Utah County.

PARCEL NO. 10:

Beginning at a point in the Easterly side of a Highway which point is East along the Section line 132.70 feet and North perpendicular to said Section line 1646.27 feet from the South quarter corner of Section 34, Township 6 South, Range 2 East Salt Lake Base and Meridian; thence North 49 deg. 24' East 195.0 feet; thence South 88 deg. 49' East 140.0 feet; thence North 1 deg. 11' East 120.0 feet to the Southerly side of a proposed street; thence Southwesterly along said Southerly side of Street on a curve concave Southeasterly having a radius of 555 feet an interior angle of 41 deg. 50' a local chord bearing South 67 deg. 29' West 399.0 feet in length; 405.2 feet to said Easterly side of the aforementioned Highway; thence South 40 deg. 35' East along said Highway line 120.0 feet to point of beginning.

Subject to any and all encumbrances of record.

Less the following described tract of land in Utah County, State of Utah:

ORIGINAL NOT LEGIBLE

~~ENT 15853-N-3898-Pg 781~~

Commencing at a point located East 289.08 feet and North 1754.92 feet from the South one-quarter Corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 54° 53' East 174.01 feet; thence South 1° 19' West 103.34 feet; thence North 88° 41' West 140.00 feet to the point of beginning.

PARCEL 11:

Commencing at a point in the fence line and Westerly right of way line of the Union Pacific Railroad which point is 335.36 feet East along the Section line and 1411.96 feet North and 1434.67 feet South 88° 29' East from the South Quarter Corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 88° 29' West 32.35 feet to the Southeast corner of Robert C. and JoAnn S. Farrer property recorded in Book 1128 at Page 52 records of the Recorder of Utah County, Utah; thence along said Farrer property North 37° 53' West 640.50 feet; thence North 70° 08' East 26.29 feet to the railroad right of way and fence line; thence South 37° 53' East along said fence and right of way line 653.51 feet to the point of beginning.

PARCEL 12:

A Right of Way only to be used in common with others for egress and ingress over a strip of land 25 feet in width, immediately adjacent to, and North of, the following described periphery of a curve, to-wit:

Beginning at a point in the Easterly side of a Highway and Southerly line of a right of way which point is East along the Section line 132.70 feet and North perpendicular to said section line 646.27 feet and North 40° 36' West 120.0 feet along Highway line from the South quarter corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence Northeasterly along the Southerly side of Right of Way on the periphery of a curve concave Southeasterly having a radius of 555.0 feet and an interior angle of 41° 50' and a local chord bearing North 67° 29' East 310.0 feet in length, a distance of 344 feet m/l o the end of curve.

ALSO, a 25 Foot Right of Way described as follows, to-wit:

Commencing at a point which is located 340.84 feet east along the Section line and 1866.16 feet North from the South quarter corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 7° 50' West 25.00 feet; thence along the arc of a curve to the left having a chord bearing and distance of North 42° 48' East 128.00 feet; thence along the arc of a curve to the right having a chord bearing and distance of North 42° 48' East 128.00 feet; thence North 47° 03' East along a fence line 493.70 feet; thence South 37° 53' East along a fence line 439.20 feet; thence South 70° 08' West 26.29 feet; thence North 37° 53' West 414.18 feet; thence South 74° 03' West 476.82 feet; thence along the arc of a curve to the left having a chord bearing and distance

ORIGINAL NOT LEGIBLE

ENT 139465 N 2791 PG 48
HWA 3 FILED UTAH GO RECORDER BY HW
1971 MAY 14 1010A AM EST 8-00
RECORDED FOR HARDING & ASSOCIATES

Recorded at Request of _____
at _____, Fee Paid \$ _____, By _____
Dep. Book _____ Page _____ Ref: _____
Mail tax notice to: ROBERT OWEN HARDING, 252 E. 1090 N.,
Orem, UT 84057

QUIT-CLAIM DEED

ROBERT OWEN HARDING, Successor Trustee of the Owen Scott
Harding Revocable Trust, Grantor,
hereby QUIT-CLAIMS to
ROBERT OWEN HARDING & CHERIE H. ANDERSON, as tenants in common,
Grantees,

of 252 E. 1090 N., Orem, UT 84057 for the sum of
TEN _____ DOLLARS
and other good and valuable consideration, the following described
parcel of land in Utah County, State of Utah:

Commencing 739.5 feet south and 33 feet west of the north
east corner of Section 20, Tp. 6-S., R. 2 E. Salt Lake
Base and Meridian, thence west 482 feet, thence north 294
feet, thence west 403 feet, thence south 293 feet, thence
east 885 feet, to road; thence north 601 feet, to the
place of beginning. Area 14.885 acres.

Also commencing 1340 feet south and 633 feet west of the
above named section corner, thence west 336 feet, thence
south 1 degree W. 1180 feet, thence east 336 feet, thence
north 46 feet, thence north-west 333 feet, thence north
140 feet, thence east 152 feet, thence east, by north 90
feet, thence north 724 feet to the place of beginning.
Area 6.96 acres.

All of the above ground being in the N.E. Quarter of
Section 20 Tp. 6-S., R. 2 E. S.L.B.&M.

WITNESS the hand of said Grantor, this 7th day of
MAY, 1991

GRANTOR:

Robert Owen Harding
ROBERT OWEN HARDING, SUCCESSOR
TRUSTEE of the Owen Scott Harding
Revocable Trust

STATE OF UTAH)
COUNTY OF UTAH) ss.

On the 7th day of May, 1991,
personally appeared before me ROBERT OWEN HARDING, Successor

ORIGINAL NOT LEGIBLE

ENT 139465:2004 PG 49 of 53

Trustee, of the Owen Scott Harding Revocable Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:
Residing At: Utah County

[Signature]
NOTARY PUBLIC



NOT LEGIBLE FOR MICROFILM

ORIGINAL NOT LEGIBLE

WHEN RECORDED, MAIL TO:
MARY G. GILMAN

1572 NORTH 275 WEST

OREM, UT

R.D.

BOOK 139465-4534 PAGE 507
RANDALL H. COVINGTON
UTAH COUNTY RECORDER
1998 FEB 24 P. 51 PM 12:00 PM '98
RETURN FOR MOUNTAIN WEST TITLE CO

ENT 139465:2004 PG 50 of 53

Space Above This Line For Recorder's Use

QUIT-CLAIM DEED

HARLEY M. GILLMAN, TRUSTEE OF THE HARLEY M. GILLMAN TRUST OF MAY 27, 1992
MARY G. GILMAN, TRUSTEE OF THE MARY G. GILMAN TRUST OF MAY 27, 1992, grantor,
of Utah County, State of Utah, hereby QUIT-CLAIM to

H & M PROPERTIES, L.C., grantee,

of Utah County, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE
CONSIDERATION, the following described tract of land in UTAH County, State of Utah:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS
REFERENCE.**

Witness the hand of said grantor, this 17TH day of FEBRUARY, A.D.
1998

Mary G. Gillman, Trustee
MARY G. GILMAN, TRUSTEE

Harley M. Gillman, Trustee
HARLEY M. GILLMAN, TRUSTEE

STATE OF UTAH)
County of Utah) SS

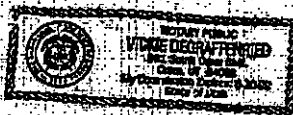
On this 17TH day of FEBRUARY, A.D. 1998 personally appeared before me, a
Notary Public in and for the State of Utah, **MARY G. GILMAN, TRUSTEE OF THE MARY G.
GILMAN TRUST OF MAY 27, 1992 AND HARLEY M. GILLMAN, TRUSTEE OF THE HARLEY M.
GILLMAN TRUST OF MAY 27, 1992**

the signer of the above instrument, who duly acknowledge to me that she executed the same.

Clara M. DeLong
Notary Public

My Commission expires _____

Residing in _____



MOUNTAIN WEST TITLE COMPANY

ORIGINAL NOT LEGIBLE

ENT 13621 W 631 B 608

EXHIBIT "A"

COMMENCING AT A POINT LOCATED NORTH 141.72 FEET AND WEST 994.81 FEET FROM THE EAST ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING IS UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) THENCE ALONG THE WESTERLY BOUNDARY OF FLAT "A", SPRINGWATER PARK AS FOLLOWS: SOUTH 02 DEG. 30 MIN. 00 SEC. WEST 255.00 FEET, SOUTH 33 DEG. 25 MIN. 54 SEC. EAST 143.44 FEET, SOUTH 47 DEG. 00 MIN. 00 SEC. WEST 166.33 FEET, SOUTH 43 DEG. 00 MIN. 00 SEC. EAST 85.00 FEET, THENCE SOUTH 47 DEG. 00 MIN. 00 SEC. WEST 125.00 FEET, THENCE NORTH 43 DEG. 00 MIN. 00 SEC. WEST 203.19 FEET, THENCE NORTH 88 DEG. 30 MIN. 00 SEC. WEST 421.78 FEET, THENCE SOUTH 01 DEG. 30 MIN. 00 SEC. WEST 103.70 FEET, THENCE ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT 17.28 FEET (CHORD BEARS SOUTH 0 DEG. 5 MIN. 25 SEC. WEST 17.28 FEET); THENCE SOUTH 62 DEG. 30 MIN. 57 SEC. WEST 107.40 FEET; THENCE NORTH 87 DEG. 56 MIN. 18 SEC. WEST 222.02 FEET; THENCE NORTH 03 DEG. 15 MIN. 56 SEC. EAST ALONG A FENCE LINE 680.64 FEET; THENCE NORTH 0 DEG. 20 MIN. 00 SEC. EAST ALONG A FENCE LINE 297.02 FEET; THENCE SOUTH 87 DEG. 26 MIN. 29 SEC. EAST 588.48 FEET; THENCE SOUTH 0 DEG. 16 MIN. 27 SEC. WEST 297.03 FEET; THENCE SOUTH 87 DEG. 28 MIN. 06 SEC. EAST ALONG A FENCE LINE 340.66 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON A PROJECTED FENCE LINE, SAID POINT BEING WEST 1730.147 FEET AND NORTH 128.082 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING SOUTH 89 DEG. 34 MIN. 05 SEC. WEST ALONG THE SECTION LINE 1725.259 FEET AND SOUTH 00 DEG. 25 MIN. 55 SEC. EAST, 2523.301 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 01 DEG. 30 MIN. 00 SEC. WEST 602.037 FEET; THENCE SOUTH 27 DEG. 29 MIN. 09 SEC. EAST, 29.840 FEET; THENCE SOUTH 00 DEG. 05 MIN. 20 SEC. WEST, 9.583 FEET TO A FENCE INTERSECTION; THENCE NORTH 87 DEG. 29 MIN. 29 SEC. WEST ALONG AN EXISTING FENCE LINE, 229.042 FEET TO A POINT ON A FENCE LINE AGREEMENT (ENTRY #21579, BOOK 1927, PAGE 405); THENCE NORTH 03 DEG. 14 MIN. 52 SEC. EAST ALONG SAID FENCE LINE AGREEMENT, 635.889 FEET TO A FENCE LINE INTERSECTION; THENCE SOUTH 87 DEG. 56 MIN. 24 SEC. EAST ALONG A PROJECTED FENCE LINE, 194.925 FEET TO THE POINT OF BEGINNING.

ORIGINAL NOT LEGIBLE

WARRANTY DEED 23186
The Church of Jesus Christ of Latter-Day Saints
30 East No. Temple
S.L.C. Utah, 84143

1978 LAND UT.
FEB 1, 1980
DEED NO. 15916

DARRELL L. CLEGG and BETH V. CLEGG, his wife
persons of Vineland, County of Utah, State of Utah,
CONVEY and WARRANT to

CONVEYANCE OF THE PREMISES INTEREST OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah Corporation, to

persons of Salt Lake City, Salt Lake County, Utah
for the sum of Ten Dollars and other good and valuable consideration,
the following described tract of land in Utah, County, State of Utah:

Commencing at a point located South 493.50 feet and West 1,062.00 feet from the
East One-Quarter Corner of Section 20, Township 4 South, Range 2 East, Salt Lake
Base and Meridian; thence South 47 degrees 00' 00" West 255.00 feet; thence
along the arc of a 1,192.00 foot radius curve to the right 158.96 feet (chord
bears South 50 degrees 49' 13" West 158.84 feet); thence along the arc of a
13.00 foot radius curve to the right 22.33 feet (chord bears North 51 degrees
40' 47" East 20.34 feet); thence North 40 degrees 00' 00" East 183.01 feet;
thence along the arc of a 273.00 foot radius curve to the right 199.19 feet
(chord bears North 49 degrees 15' 00" East 184.56 feet); thence North 01 de-
grees 50' 00" East 1045.31 feet; thence South 88 degrees 40' 00" East 371.78
feet; thence South 43 degrees 00' 00" East 203.19 feet to the point of begin-
ning.

WITNESS the hand of said grantors on the 9th day of July, A. D. 1980

Signed in the presence of
Darrell L. Clegg
Beth V. Clegg

STATE OF UTAH
County of UTAH
On the 9th day of July
A. D. 1980 personally appeared before me
Darrell L. Clegg and Beth V. Clegg
Husband and Wife

RECORDING DATA
Entry No. Fee \$
RECORDED INDEXED
PLATTED ABSTRACTED
COMPALED DELIVERED

As witness of the within instrument, this day
subscribed to my faith, I, Notary Public,
have signed and sealed this instrument in the presence of the
parties thereto.



23186
JUL 9 1980
UTAH COUNTY CLERK
SALT LAKE CITY
JAMES W. HARRIS
CLERK

BOOK 1845 PAGE 580

LAND TITLE COMPANY

ORIGINAL NOT LEGIBLE

