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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
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REC'D FOR US DEVELOPMENT INC

PROTECTIVE COVENANTS
BYRAM PARK ESTATES SUBDIVISION

THE PROTECTIVE COVENANTS OF BYRAM PARK ESTATES SUBDIVISION, INCLUSIVE. SOUTH WEBER CITY, DAVIS COUNTY, UTAH, DATED, APRIL 9, 2003

1. ALL LOTS IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS FOR A DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A ATTACHED PRIVATE 2 OR MORE CAR GARAGE CONSISTING OF NOT LESS THAN 500 SQAURE FEET, AND AN ADDITIONAL 300 SQUARE FEET ON A 3 CAR GARAGE.

2. NO BUILDING SHALL BE ERECTED, ALTERED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE QUALITY OF WORKMANSHIP AND MATERIALS. HARMONY OF EXTERNAL DESIGN WITH EXISTING HOMES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH ELEVATION.

3. THE ARCHITECTURAL CONTROL COMMITTEE, (THE COMMITTEE), INITIALLY IS COMPOSED OF DAN BRIDENSTINE, DAVID R. BROWN AND CHAD W. STOKES, A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR THE COMMITTEE. THE MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE THEIR SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT, OTHER THAN A PLAN CHECK FEE. NOR SHALL THEY HAVE ANY LIABILITY FOR THEIR DECISIONS. A TWO THIRDS MAJORITY OF THE THEN RECORDED OWNERS OF THE LOTS SHALL HAVE THE POWER, THROUGH A DULY RECORDED WRITTEN INSTRUMENT, TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR WITHDRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES, AND TO AMEND, CHANGE OR ALTER THESE PROTECTIVE COVENANTS.

4. ALL PLANS AND SPECIFICATIONS MUST BE APPROVED BY THE COMMITTEE PRIOR TO STARTING CONSTRUCTION. TWO COMPLETE SETS OF PLANS SHALL BE SUBMITTED TO THE COMMITTEE ALONG WITH THE PLAN REVIEW FEE OF \$50.00 BEFORE CONSTRUCTION CAN COMMENCE. AN APPROVED SET WILL BE SIGNED AND RETURNED TO THE CONTRACTOR AND ONE SIGNED SET WILL BE RETAINED IN A PERMANENT FILE BY THE OWNER/DEVELOPER. CONSTRUCTION ON ALL LOTS MUST COMMENCE WITHIN 18 MONTHS OF THE DATE OF CLOSING. IN THE EVENT

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THAT CONSTRUCTION HAS NOT BEEN COMMENCED WITHIN THE 18 MONTHS, WRITTEN APPROVAL MUST BE OBTAINED FROM THE ABOVE MENTIONED COMMITTEE FOR AN ADDITIONAL 12 MONTHS. THE COMMITTEE IS ENTITLED TO APPROVE PLANS AND SPECIFICATIONS, AND BE THE FINAL AUTHORITY IN INTERPRETING THESE COVENANTS AND DENYING PLANS WHICH ARE NOT IN STRICT COMPLIANCE WITH THESE COVENANTS, IF THE COMMITTEE DETERMINES SUCH WOULD BE IN THE BEST INTEREST OF THE SUBDIVISION.

5. ALL DWELLINGS SHALL BE SET BACK ACCORDING TO SOUTH WEBER CITY SETBACK STANDARDS. THE ARCHITECTUAL CONTROL COMMITTEE MUST APPROVE ALL ACCESSORY BUILDINGS

6. NO DWELLING SHALL BE PERMITTED ON ANY LOT WITH THE GROUND FLOOR AREA OF THE MAIN STRUCTURE OF A ONE STORY, (RAMBLER), EXCLUSIVE OF OPEN PORCHES AND GARAGES OF LESS THAN 1300 SQUARE FEET IF THE HOME HAS A THREE CAR GARAGE, AND NOT LESS THAN 1400 SQUARE FEET WITH A TWO CAR GARAGE. NOR LESS THAN 2000 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY (TWO-STORY). A SPLIT ENTRY OR BI-LEVEL DWELLING WITH GARAGE UNDER MUST EXCEED 1900 SQUARE FEET ON MAIN LEVELS ABOVE OUTSIDE FINISHED GRADE. THE CONSTRUCTION MATERIALS FOR EACH HOME SHALL BE OF SUPERIOR QUALITY.

7. OWNERS OF LOTS 46,47,48,49,50,51 AND 52 SHALL CONSTITUTE AN ASSOCIATION FOR THE PURPOSES SETFORTH HEREAFTER IN SUBSEQUENT SECTION OF THESE COVENANTS. (SEE SECTION NUMBER 7.0, HOMEOWNERS ASSOCIATION.)

8. ALL ROOFING SHALL BE A MINIMUM OF 30 YEAR ARCHITECTUAL ASPHALT SHINGLE, WOOD SHINGLES, TILE SHINGLES. ALL ROOFS SHALL HAVE A MINIMUM OF A 6/12 PITCH.

9. ALL BUILDINGS ERECTED OR PLACED ON ANY LOT WILL COMPLY TO THE FOLLOWING FORMULAE:

ALL DWELLINGS WILL HAVE AT LEAST 50% BRICK OR NATIVE STONE WITH THE BALANCE BEING STUCCO ON FRONT AND TWO SIDES. THE REAR OF THE HOME CAN HAVE NATIVE STONE, BRICK, SIDING OR STUCCO.

THE ARCHITECTURAL CONTROL COMMITTEE HAS THE RIGHT TO APPROVE PLANS THAT DO NOT MEET THE ABOVE MENTIONED REQUIREMENTS. THE ARCHITECTURAL CONTROL COMMITTEE HAS THE RIGHT TO REQUIRE MORE EXTERIOR UPGRADES THAN THOSE LISTED ABOVE IF IT DEEMS NECESSARY.

10. NO PREVIOUSLY ERECTED, USED, OR TEMPORARY STRUCTURE, MOBILE HOME, TRAILER HOUSE, OR ANY OTHER NON-PERMANENT STRUCTURE MAY BE INSTALLED OR MAINTAINED ON ANY LOT. NO PREFABRICATED HOUSING MAY BE INSTALLED OR MAINTAINED ON ANY LOT. NO PREFABRICATED HOUSING MAY BE INSTALLED OR MAINTAINED ON ANY LOT.

11. NO OBNOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NO CLOTHES DRYING OR STORAGE OF ANY ARTICLES WHICH ARE UNSIGHTLY ON PATIOS, UNLESS IN ENCLOSED AREAS BUILT AND DESIGNED FOR SUCH PURPOSES. NO AUTOMOBILES, TRAILERS, BOATS, OR OTHER VEHICLES ARE TO BE STORED ON STREETS OF FRONT AND SIDE LOTS UNLESS THEY ARE IN RUNNING CONDITION, PROPERLY LICENSED, AND ARE BEING REGULARLY USED. AUTOMOBILES MUST BE MOVED EVERY 24 HOURS. ALL RV STORAGE TO BE TO SIDE OR REAR OF HOME AND MUST NOT PROTRUDE FROM THE FRONT PLANE OF HOME OR GARAGE. ALL ROOF MOUNTED HEATING AND COOLING EQUIPMENT TO BE SET BACK TO THE BACK SIDE OF THE ROOF OUT OF VIEW FROM THE STREET. ALL TV ANTENNAS ARE TO BE PLACED IN THE ATTIC OUT OF VIEW. SATELLITE DISHES, ETC., TO BE HIDDEN FROM VIEW FROM THE STREET.

12. NO STRUCTURE OF TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY. EXCEPTION: TEMPORARY CONSTRUCTION OFFICE.

13. SUCH EASEMENT AND RIGHTS OF WAY SHALL BE RESERVED TO THE UNDERSIGNED. ITS SUCCESSORS AND ASSIGNS, OR AND OVER SAID REAL PROPERTY FOR THE ERECTION, CONSTRUCTION AND MAINTENANCE AND OPERATION THEREIN OR THEREON OF DRAINAGE PIPES OR CONDUITS AND PIPES, CONDUITS, POLES, WIRES AND OTHER MEANS OF CONVEYING TO AND FROM LOTS IN SAID TRACT, GAS ELECTRICITY, POWER, WATER, TELEPHONE AND TELEGRAPH SERVICES, SEWAGE AND OTHER THINGS FOR CONVENIENCE TO THE OWNERS OF LOTS IN SAID TRACT. AS MAY BE SHOWN ON SAID MAP AND THE UNDERSIGNED, ITS SUCCESSORS, AND ASSIGNS, SHALL HAVE THE RIGHT TO SO RESERVE ANY OR ALL OF THE LOTS SHOWN ON SAID MAP. NO STRUCTURES OF ANY KIND SHALL BE ERECTED OVER ANY OF SUCH EASEMENTS EXCEPT UPON WRITTEN PERMISSION OF THE OWNER OF THE EASEMENT. THEIR SUCCESSORS OR ASSIGNS.

14. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ON NOT MORE THAN ONE SQUARE FOOT. ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. OR SIGNS USED BY A BUILDER TO ADVERTISE DURING THE CONSTRUCTION AND SALE PERIOD.

15. NO LOT SHALL BE USED OR MAINTAINED AS DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION. EACH LOT, AND ITS ABUTTING STREET, ARE TO BE KEPT FREE OF TRASH, AND OTHER REFUSE BY THE LOT OWNER. NO UNSIGHTLY MATERIALS OR OTHER OBJECTS ARE TO BE STORED ON ANY LOT IN VIEW OF THE GENERAL PUBLIC. PURCHASER OR CONTRACTOR OF LOT SHALL BE HELD RESPONSIBLE FOR DAMAGES CAUSED BY HIM OR HIS CONTRACTOR TO ANY LOTS IN THE SUBDIVISION.

16. NO FENCE, WALL OR OTHER OBJECT OF SIMILAR DESIGN MAY BE CONSTRUCTED ON ANY LOT NEARER THE STREET LINE THAN THE FRONT HOUSE LINE, NOR SHALL ANY FENCE, WALL OR OTHER OBJECT OF SIMILAR DESIGN BE CONSTRUCTED ON ANY LOT TO A HEIGHT GREATER THAN 6 FEET.

17. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS FROM LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND LINE CONNECTING THEM AT POINTS 20 FEET FROM THE INTERSECTION OF THE STREET LINES. OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

18. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINIMUM OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT. NOR SHALL OIL WELL, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

19. THE AREA SURROUNDING BYRAM PARK ESTATES HAS FOR MANY YEARS BEEN AN AGRICULTURAL COMMUNITY AND IT IS ANTICIPATED THAT AGRICULTURAL USES IN THE AREA WILL CONTINUE ON PROPERTIES ADJOINING THE BOUNDARIES OF THE SUBDIVISION. PROTECTION AND PRESERVATION OF AGRICULTURAL LAND USES IS A GOAL OF THE DECLARANT AND OF SOUTH WEBER CITY. THEREFORE, THOSE PERSONS BUYING PROPERTY WITHIN THE SUBDIVISIONS ARE, BY THIS PROVISION, PUT ON NOTICE THAT FARM HOURS RUN LATE AND BEGIN EARLY, AND THAT FARM OPERATIONS MAY CONTRIBUTE TO NOISES AND ODORS OBJECTIONABLE TO SOME SUBDIVISION RESIDENTS.

20. WITHIN THE FIRST PLANTING SEASON OF OCCUPANCY OF ANY HOME BUILT ON A LOT IN SAID SUBDIVISION, THE FRONT AND SIDE YARDS SHALL BE PLANTED IN LAWN OR OTHER ACCEPTABLE LANDSCAPING SO AS NOT TO BE AN EYESORE. "ACCEPTABLE LANDSCAPING" AND "LAWN" SHALL BE INTERPRETED BY THE MAJORITY OF THE THEN EXISTING HOME OWNERS IN THE SUBDIVISION.

20. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 20 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED. AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED CHANGING SAID COVENANTS IN WHOLE OR IN PART. ENFORCEMENT SHALL BE BY PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OF COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ENFORCEMENT SHALL BE BY HOMEOWNERS WHO HAVE PURCHASED LOTS IN SAID SUBDIVISION AND BUILT HOME ON THEM. THE DEVELOPER AND OR ARCHITECT CONTROL COMMITTEE ACCEPTS NO RESPONSIBILITY FOR ENFORCEMENT AND SHALL HAVE NO LIABILITY FOR PERSONS VIOLATING THESE COVENANTS. THE SUCCESSFUL PARTY TO ANY LITIGATION BASED UPON OR RESULTING FROM THESE COVENANTS SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES AND COSTS FOR THE ENFORCEMENT OF THESE COVENANTS.

HOMEOWNERS ASSOCIATION

7.0 TO EFFECTIVELY MAINTAIN A SMALL COMMON AREA LABELED PARCEL "A" ON THE BYRAM PARK SUBDIVISION PLAT, THE DECLARANT HAS CREATED, OR WILL CREATE A UTAH NON PROFIT CORPORATION CALLED BYRAM PARK ESTATES HOMEOWNERS ASSOCIATION. THE ASSOCIATION SHALL BE COMPRISED OF THE OWNERS OF LOTS 46,47,48,49,50,51 & 52 OF BYRAM PARK ESTATES SUBDIVISION AND IS ESTABLISHED TO PERFORM THE FOLLOWING FUNCTION AND EXERCISE THE FOLLOWING RIGHTS AND POWERS FOR THE BENEFIT OF THE OWNERS AND THE ENFORCEMENT OF THESE COVENANTS. MEMBERSHIP IN THE ASSOCIATION IS DEEMED A APPURTENANCE TO THE LOT AND IS TRANSFERABLE ONLY IN CONJUNCTION WITH THE TRANSFER OF THE TITLE TO THE LOT. THE ASSOCIATION SHALL HAVE AND EXERCISE AS NECESSARY THE FOLLOWING POWERS:

7.1 ENFORCEMENT POWERS. THE ASSOCIATION SHALL HAVE THE POWER TO ENFORCE THESE COVENANTS BY ACTION IN LAW OR EQUITY BROUGHT IN ITS OWN NAME, THE POWER TO RETAIN PROFESSIONAL SERVICES NEEDED FOR THE ENFORCEMENT OF THESE COVENANTS AND TO INCUR EXPENSES FOR THAT PURPOSE. THE OFFICERS OF THE ASSOCIATION SHALL HAVE THE AUTHORITY TO COMPROMISE CLAIMS AND LITIGATION ON BEHALF OF THE ASSOCIATION RESULTING FROM THE ENFORCEMENT OF THESE COVENANTS. IN THE EVENT THAT THE TRUSTEES OF THE ASSOCIATION INITIATE LEGAL ACTION AGAINST A SPECIFIC LOT OWNER OR OWNERS TO ENFORCE THESE COVENANTS AND THE ASSOCIATION PREVAILS IN A COURT OF LAW, THEN THE TRUSTEES OF THE ASSOCIATION SHALL HAVE THE RIGHT TO ASSESS THE COSTS OF SUCH LITIGATION AGAINST THE LOT OR LOTS IN QUESTION. THE TRUSTEES OF THE ASSOCIATION MAY FILE A "NOTICE OF LIEN" AGAINST SUCH LOT OR LOTS WITH THE AMOUNT INVOLVED TO CARRY INTEREST AT THE CURRENT STATUTORY RATE FOR JUDGMENTS UNTIL PAID. THE TRUSTEES ARE FURTHER AUTHORIZED TO TAKE WHATEVER REASONABLE ACTION IS NECESSARY TO OBTAIN PAYMENT INCLUDING BUT NOT LIMITED TO FORECLOSURE OF THE LIEN. THE TRUSTEES OF THE ASSOCIATION SHALL HAVE THE EXCLUSIVE RIGHT TO INITIATE ENFORCEMENT ACTION IN THE NAME OF THE ASSOCIATION, HOWEVER THIS SHALL NOT LIMIT THE INDIVIDUAL RIGHT OF LOT OWNERS TO PERSONALLY ENFORCE THESE COVENANTS IN THEIR OWN NAME. THE ASSOCIATION MAY APPEAR AND REPRESENT THE INTEREST OF THE SUBDIVISION AT ALL PUBLIC MEETINGS CONCERNING ZONING, VARIANCES OR OTHER MATTERS OF GENERAL APPLICATION AND INTEREST TO THE OWNERS. OWNERS MAY APPEAR INDIVIDUALLY.

7.2 MAINTENAINCE OF COMMON AREA . THE ASSOCIATIN WILL OWN, OPERATE AND MAINTAIN THE PARCEL MARKED "A" WITHIN THE BYRAM PARK ESTATES SUBDIVISION . THE ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREA LABELED PARCEL "A". THE ASSOCIATION SHALL HAVE THE AUTHORITY TO ASSÈSS ITS MEMBERS FOR THE COSTS OF SAID MAINTENANCE AND FOR RESTORING ANY DAMAGE TO THE PROPERTY OWNED BY THE ASSOCIATION.

7.3 ASSESSMENTS. THE ASSOCIATION HAS THE POWER TO LEVY ASSESMEMENTS AGAINST EACH LOT AS NECESSARY TO CARRY OUT THESE FUNCTIONS. ALL ASSESSMENTS WILL BE EQUAL ON ALL LOTS WHETHER VACANT OR IMPROVED. ASSESSMENTS WILL BE MADE ANNUALLY TO MEET THE ANTICIPATED AND RECURRING COSTS, EXPENSES AND OTHER EXPENDITURES OF THE ASSOCIATION INCLUDING BUT NOT LIMITED TO THE COSTS OF MAINTENANCE, ACQUISITION, REPAIR AND REPLACEMENT OF CAPITAL FACILITIES, LIABILITY INSURANCE AND WATER FOR IRRIGATION OF AREAS WITHIN CONTROL OF THE ASSOCIATION, REIMBURSEMENT OF EXPENSES INCURRED BY THE TRUSTEES IN PERFORMANCE OF THEIR OBLIGATIONS AND THE COSTS OF COMPLYING WITH AND ENFORCING RIGHTS UNDER THESE COVENANTS AND WORKING CAPITAL, CAPITAL IMPROVEMENTS AND CONTINGINCY RESERVES. NOTICE OF THE ASSESSMENT AND THE PROPOSED AMOUNT OF THE ANNUAL ASSESSMENT WILL BE GIVEN IN ADVANCE ALONG WITH THE NOTICE OF THE ANNUAL MEETING OF THE ASSOCIATION, PROVIDED THAT THE AMOUNT OF THE PROPOSED ASSESSEMENT MAY BE INCREASED OR DECREASED AT THE MEETING IN WHICH IT IS APPROVED BY THE OWNERS. THE ASSOCIATION MAY ALSO LEVY SPECIAL ASSESSMENTS TO COVER UNANTICIPATED EXPENSES OR SHORTFALLS. NO SPECIAL ASSESSMENT WILL BE LEVIED WITHOUT APPROVAL OF A MAJORITY OF A QUORUM OF THE OWNERS IN ATTENDANCE IN PERSON OR BY PROXY AT A MEETING CALLED FOR THAT PURPOSE.

7.4 ASSESSMENTS CONSTITUTE LIEN, MORTGAGEE PROTECTION. ANY VALIDLY IMPOSED ASSESSMENT BY THE ASSOCIATION SHALL CONSTITUTE A LIEN AGAINST THE LOTS INCLUDED IN THIS ASSOCIATION. THE ASSOCIATION SHALL HAVE THE RIGHT TO FORECLOSE ON THAT LIEN UNDER THE PROCEDURES AVAILABLE FOR THE FORECLOSURE OF MORTGAGES IN THE STATE OF UTAH WHEN ANY ASSESSMENT REMAINS UNPAID FOR A PERIOD OF MORE THAT 90 DAYS FROM THE DATE THE ASSESSMENT WAS LEVIED. ALTERNATIVELY, IF THE LIEN IS NOT FORECLOSED UPON, IT MAY BE RENEWED FROM YEAR TO YEAR BY RECORDING A NEW NOTICE OF THE LIEN, TOGETHER WITH INTEREST ACCUMULATED. THE LIEN OF THE ASSOCIATIONAGAINST ANY LOT SHALL HAVE PRIORITY FROM THE DATE THAT THE FIRST NOTICE OF LIEN ON A

SPECIFIC LOT IS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, AND IS SUBORDINATE TO ANY PREVIOUSLY RECORDED LIENS OR ENCUMBRANCES FILED AGAINST THAT LOT, SPECIFICALLY INCLUDING ANY PURCHASE MONEY MORTGAGE OR TRUST DEED. NOTWITHSTANDING THE LIEN RIGHTS OF THE ASSOCIATION, THE OBLIGATION TO ANY ASSESSMENTS IS A PERSONAL OBLIGATION OF THE OWNER OF EACH LOT, AND THE ASSOCIATION MAY PROCEED TO COLLECT AGAINST THE OWNER, OR THE PRIOR OWNER OF ANY LOT (IN THE EVENT OF A SALE) WITHOUT ANY OBLIGATION TO FIRST TAKE RECOURSE AGAINST THE LOT AND IMPROVEMENTS TO WHICH THE LIEN HAS ATTACHED. NO MORTGAGEE OR BENEFICIALTY UNDER A TRUST DEED WHO TAKES TITLE BY FORECLOSURE OR NON-JUDICIAL SALE, OR ACCEPTS A DEED IN LIEU OF FORECLOSURE OR NONJUDICIAL SALE, SHALL BE HELD LIABLE FOR THE UNPAID ASSESSMENT OF THE OWNER WHOSE LOT WAS ACQUIRED BY THE MORTGAGEE OR BENEFICIALTY UNDER A TRUST DEED.

7.5 STATEMENT OF ACCOUNT. ANY OWNER MAY REQUEST THE ASSOCIATION TO PROVIDE A STATEMENT OF HIS ACCOUNT TO ANY LENDER OR PROSPECTIVE BUYER OF THAT LOT SHOWING THE ASSESSMENTS TO BE PAID IN FULL, OR THE AMOUNT OF ANY PAST DUE ASSESSMENTS. THE BUYER OR LENDER FOR WHOM SUCH STATEMENT WAS PREPARED WILL BE ENTITLED TO RELY ON ITS ACCURACY AND WILL NOT BE HELD LIABLE FOR ANY AMOUNT NOT SHOWN ON THE STATEMENT. THE ASSOCIATION MAY CHARGE A TRANSFER FEE FOR PROVIDING SUCH STATEMENTS AND FOR CHANGING ITS RECORDS TO REFLECT THE NAME OF THE NEW OWNER. THOSE INDIVIDUALS SELLING LOTS AND THOSE INDIVIDUALS BUYING LOTS SUBJECT TO THESE COVENANTS AGREE TO SHARE THAT COST EQUALLY.

7.6 INDEMNITY OF ASSOCIATION TRUSTEES AND OFFICERS. THE ASSOCIATION WILL INDEMNIFY THE OFFICERS, AGENTS AND TRUSTEES OF THE ASSOCIATION AGAINST ANY AND ALL CLAIMS ARISING AGAINST THEM PERSONALLY WHICH ARE A RESULT OF THE GOOD FAITH EXERCISE OF THE POWERS, DUTIES AND RESPONSIBILITIES OF THEIR OFFICE UNDER THIS DECLARATION.

7.7 ELECTION. UNLESS OTHERWISE PROVIDED IN THE BY-LAWS OF THE ASSOCIATION, THE ELECTIONS FOR MEMBERS OF THE BOARD OF TRUSTEES, OR OTHER MATTER WHICH IS PRESENTED TO THE ASSOCIATION, EACH OWNER INCLUDING THE DECLARANT, SHALL BE ENTITLED TO CAST ONE VOTE FOR EACH LOT HE OR SHE OWNS. IN THE CASE OF A LOT WITH MULTIPLE OWNERS, THE OWNERS WILL AGREE AMONG THEMSELVES HOW THE VOTE APPLICABLE TO THAT LOT WILL BE CAST, AND IF NO AGREEMENT CAN BE REACHED, NO VOTE WILL BE

RECEIVED FROM THAT LOT. ANY OF THE MULTIPLE OWNERS APPEARING AT THE MEETING IN PERSON OR BY PROXY IS DEEMED TO BE ACTING WITH PROPER AUTHORITY FOR ALL THE OTHER OWNERS OF THAT LOT UNLESS THE OTHER OWNERS ARE ALSO PRESENT OR HAVE FILED WRITTEN OBJECTIONS TO THAT OWNER'S REPRESENTATION OF THE OTHER OWNERS OF THE LOT IN QUESTION.

7.8 NOTICE OF ELECTION, NOTICE OF MEETING. UNLESS OTHERWISE PROVIDED IN THE BY-LAWS OF THE ASSOCIATION, NOTICE OF ANY MEETING FOR THE ELECTION OF MEMBERS TO THE BOARD OF TRUSTEES OR FOR ANY OTHER PURPOSE SHALL BE SENT TO THE OWNERS AT THEIR LAST KNOWN ADDRESS (WHICH MAY BE DETERMINED FROM THE MOST RECENT PROPERTY TAX ASSESSMENT IF NO OTHER ADDRESS IS KNOWN.) NOTICE WILL BE MAILED NOT LESS THAN 21 DAYS, NOR MORE THAN 60 DAYS IN ADVANCE OF THE MEETING. ANY NOTICE WILL STATE THE PURPOSE OF THE MEETING, AND THE TIME, DATE AND PLACE OF THE MEETING. AT ANY SUCH MEETING, A QUORUM WILL EXIST IF THE OWNERS OF 51% OF LOTS ARE PRESENT. THOSE PRESENT AT THE MEETING MAY VOTE TO CONTINUE THE MEETING TO ANY DATE WITHIN 30 DAYS. NOTICE OF THE CONTINUED MEETING WILL BE GIVEN BY MAIL AND AT THE SUBSEQUENT CONTINUED MEETING, A QUORUM WILL CONSIST OF THOSE MEMBERS PRESENT. THE CHAIRMAN OF THE BOARD OF TRUSTEES WILL GIVE NOTICE OF ANY MEETINGS AND WILL CHAIR MEETING OF THE OWNERS.

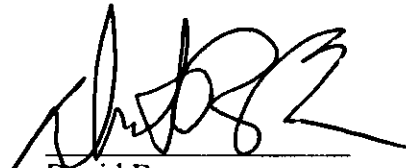
7.9 SPECIAL MEETING. WHEN CIRCUMSTANCES WARRANT, A SPECIAL MEETING OF THE OWNERS MAY BE CALLED. NO BUSINESS MAY BE CONDUCTED AT A SPECIAL MEETING WITHOUT A FULL QUORUM OF THE OWNERS OF 51% OF THE LOTS BEING PRESENT IN PERSON OR BY WRITTEN PROXY.

7.10 NUMBER OF TRUSTEES, TERM OF OFFICE. THERE SHALL BE THREE MEMBERS OF THE BOARD OF TRUSTEES, WHO WILL SERVE FOR TERMS OF THREE YEARS, OR UNTIL THEIR SUCCESSORS HAVE BEEN ELECTED. AT SUCH TIME AS THE FIRST BOARD OF TRUSTEES IS NAMED, WHETHER BY APPOINTMENT BY THE DECLARANT OR BY ELECTION FROM AMONG THE MEMBERS, THE TRUSTEES WILL DRAW LOTS TO DIVIDE THEMSELVES INTO TERMS OF ONE, TWO AND THREE YEARS. MEMBERS OF THE BOARD OF TRUSTEES MAY SERVE CONSECUTIVE TERMS.

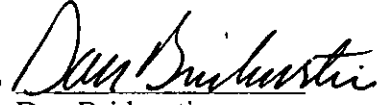
7.11 INDEPENDENT ACCOUNTANT. THE HOMEOWNERS ASSOCIATION WILL RETAIN THE SERVICES OF AN INDEPENDENT ACCOUNTANT WHO WILL BE RESPONSIBLE FOR MAINTAINING AN ACCURATE ANNUAL FINANCIAL REPORT WHICH SHALL BE AVAILABLE BY REQUEST FROM SOUTH WEBER CITY AND SHALL CONTINUE UNTIL SUCH TIME AS THE ASSOCIATION IS NOTIFIED BY SOUTH WEBER CITY THAT SUCH SUBMISSION IS NOT LONGER REQUIRED. SOUTH WEBER CITY WILL HAVE A CONTINUING RIGHT TO AUDIT THE FUNDS IN THE HOMEOWNERS ASSOCIATION'S ACCOUNTS AND REVIEW OTHER RECORDS OF THE ASSOCIATION. THE HOMEOWNERS ASSOCIATION INDEPENDENT ACCOUNTANT SHALL COOPERATE FULLY WITH AUDIT REQUESTS BY SOUTH WEBER CITY.



Chad Stokes



David Brown



Dan Bridenstine

State of Utah)
 §
County of Davis)

On this 16th day of August, 2004, personally appeared before me, Danny C. Bridenstine, David R. Brown, Chad Stokes proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

Marylyn Howard Notary Public
Sept 16, 2004 Commission Expires

