

Amended Restrictive Covenants Page 1 of 26
Russell Shirts Washington County Recorder
08/22/2012 10:18:15 AM Fee \$63.00 By
PROVO LAND TITLE ST. GEORGE BRANCH

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

OF

HOBBLE CREEK SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION (hereinafter the "Declaration") is made and executed this 10th day of August, 2012, by Salisbury Developers, Inc., a Utah corporation, (hereinafter the "Declarant"), in its capacity as the owner of the below described real property and as the developer of the Hobble Creek Subdivision, Washington City, Washington County, Utah, (hereinafter the "Project").

RECITALS

WHEREAS, the Declarant is the owner of certain real property located in Washington City, Washington County, Utah, and more particularly described on Exhibit A attached hereto and by reference incorporated herein (hereafter sometimes referred to as the "Original Land").

WHEREAS, Declarant previously recorded a Declaration of Covenants, Conditions and Restrictions and By-Laws for Hobble Creek Subdivision (the "Original Declaration") which was recorded on June 19, 2012 as Document #20120020189 in the official records of the Washington County Recorder.

WHEREAS, Declarant intended to only submit a portion of the Original Land to the Original Declaration and to provide for the balance of the Original Land to be subsequently submitted to the Original Declaration only upon the filing of a supplemental Declaration submitting such additional portion of the Original Land to the Original Declaration, but Declarant inadvertently included all of the Original Land in the legal description of the Original Declaration.

WHEREAS, Declarant desires to remove the Original Land from the Original Declaration and to remove from and cancel any of the easements, covenants, conditions, restrictions, and by-laws of the Original Declaration from and against the Original Land.

WHEREAS, the Declarant is the owner of the real property located in Washington City, Washington County, Utah, and more particularly described on Exhibit B attached hereto and by reference incorporated herein (hereafter sometimes referred to as the "Land").

WHEREAS, the Declarant is developing the Land as a subdivision which is to be known as Hobble Creek Subdivision and on which Declarant or other parties will construct certain single residences and other improvements.

WHEREAS, the Declarant desires to provide for the preservation of the values of the Lots and for the maintenance of the common private roads and other common areas as may be included on the Project or in the Subdivision and which will be constructed on the Land.

WHEREAS, Declarant desires to amend and restate the Original Declaration in its entirety and to submit only the Land to the terms of this Amended and Restated Declaration (and any annexation of additional Land only as and when the same are also submitted to the terms of this Amended and Restated Declaration)

DECLARATION

NOW, THEREFORE, the Declarant does hereby amend and restate the Original Declaration in its entirety and hereby makes the following declaration:

ARTICLE I

DEFINITIONS

Unless the Declarant shall clearly indicate otherwise, the following terms as used in this Declaration shall have the meanings set forth in this article:

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

1.2 Assessment shall mean the amount which is to be levied and assessed against each Lot and paid by each Owner to the Association for Association expenses.

1.3 Association shall mean Hubble Creek Homeowners Association, Inc., a Utah nonprofit corporation, (also known as the Hubble Creek HOA, Inc.), and its successors and assigns.

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

1.5 Common Areas and Facilities or Common Areas shall mean such portions of the Project, as shall be owned by the Association for the common use and enjoyment of the Owners including, but not limited to, the following:

(a) the private roads within the subdivision as designated and shown on the Plat;

(b) the trail area, landscape strips and other open space areas as designated and shown on the Plat;

(c) any storm water collection areas which are located in any of the open space areas as the same are designated and shown on the Plat;

(d) such other common areas and facilities as shall hereafter be contributed to the Association by Declarant or acquired by the Association.

1.6 Declarant shall mean Salisbury Developers, Inc., a Utah corporation and its successors and assigns, if any, as developer of the Project.

1.7 Declarant Control Period shall mean the period of time from recordation of this Declaration until the earlier of (a) the date that the Declarant, or its successor or assign, has sold all of the Lots in the Project which shall mean and include not only all of the Lots on the Property but all of the Lots that are or could be included in the Project on the Expansion Property, if and as the same may be included in the Project as provided herein, or (b) the date the Declarant shall elect to terminate the Declarant Control Period and shall execute a written termination thereof.

1.8 Declaration shall mean this Amended and Restated Declaration and shall not be deemed to mean the Original Declaration.

1.9 Expansion Property shall mean and refer to that real property to be situated in Washington, Washington County, Utah, more particularly described in Exhibit C, attached hereto and incorporated herein by this reference, together with all improvements which may be constructed thereon. A description of the Expansion Property is set forth in this Declaration solely for purposes of identification and this Declaration is not deemed to constitute a lien, encumbrance, or restriction upon all or any portion of the Expansion Property unless and until the same is added to and becomes a part of the Property in accordance with the provisions of this Declaration.

1.10 Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Project as designated on the Plat, including any amended or supplemental plat.

1.11 Mortgage shall mean any recorded mortgage or deed of trust encumbering a Lot, and Mortgagee shall mean any mortgagee under a mortgage or a beneficiary under a Deed of Trust.

1.12 Owner shall mean any person or entity, including the Declarant, who is the owner of record or the contract purchaser of a fee or undivided fee interest in a Lot. Owner shall not mean or refer to any Mortgagee unless such Mortgagee has acquired fee title pursuant to foreclosure, or any sale, conveyance or other proceeding in lieu of foreclosure. If more than one person or entity shall be the Owner of a particular Lot, then all of such persons or entities shall be jointly and severally liable for all obligations and responsibilities of an Owner hereunder.

1.13 Plat shall mean the plat covering the Property and which is entitled Hobbie Creek Subdivision, Phase I, Washington City, Washington County, Utah, prepared and certified by _____, (a registered Utah land surveyor, Certificate No. 6913) which plat has been executed by Declarant and is filed for record in the office of the Washington County Recorder or will be filed for Record concurrently with this Declaration. Plat shall also mean any amendments to the above named plats.

1.14 Property shall mean all Land covered by this Declaration, including the Common Areas and Lots, all buildings, improvements and other structures thereon, all easements, rights and appurtenances belonging thereto and all personal property intended for use in connection therewith.

1.15 Residence shall mean the single family dwelling to be constructed on a Lot.

ARTICLE II.

REMOVAL OF ORIGINAL LAND FROM ORIGINAL DECLARATION AND SUBMISSION OF LAND AND EXPANSION LAND

2.1 Removal of Original Land from Original Declaration. The Declarant hereby removes and releases the Original Land from the covenants, conditions, restrictions, by-laws, terms and provisions of the Original Declaration.

2.2 Submission of Property. The Declarant hereby submits and subjects the real property located in Washington City, Washington County, Utah and more particularly described on Exhibit B & C, the buildings, improvements, and other structures located thereon, all easements, rights and appurtenances, and all other Property, as defined herein, to the provisions of this Declaration and declares that all such real property, buildings, improvements, structures, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

2.3 Reservation. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the Property and any improvements (other than Buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete on the Property the private and public roads to serve the Project; (b) to construct and complete all of the improvements to the Common Areas; (c) to construct and complete each of the Residences and all of the other improvements to be constructed on the Lots and to do all other things reasonably necessary in connection therewith; (d) to construct and complete on the Property and to improve portions of the Property with such other additional improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem to be necessary or appropriate; and (e) such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of the Lots hereof. With the exception of perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms expire five (5) years after the date on which this Declaration is filed for record with the County Recorder of Washington County.

2.5 Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or hereafter acquire any interest in a Lot or in the Common Areas, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors

and assigns. Each present and future Owner, Mortgagee, tenant, or occupant of a Lot shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Lot thereby consents to and agrees to be bound by all of the provisions of this Declaration.

2.6 Annexation. All or any part of the Expansion Property may be annexed to and become subject to this Declaration as a part of the Property and thus become subject to the Declaration and the jurisdiction of the Association, provided that a Supplementary Declaration covering a portion of the Expansion Property shall be executed and recorded by Declarant. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of said Expansion Property described therein making the same subject to this Declaration and subject to the functions, powers, and jurisdiction of the Association and thereafter said annexed property shall be a part of the Property and all of the Owners of Lots in said annexed property shall automatically be Members of the Association. There is no requirement that the Expansion Property or any part of it become part of the Project. Until such annexation, the Expansion Property shall not part of the Project nor be subject to the terms of this Declaration.

ARTICLE III.

NATURE AND INCIDENTS OF OWNERSHIP

3.1 Transfer of Title to Common Areas. Concurrent with or immediately following the filing of the Plat, or any amended or additional plat with respect to the addition of some or all of the Expansion Property, Declarant shall convey to the Association title to the various Common Areas owned by Declarant described thereon and the Association shall accept the transfer thereof.

3.2 Easement for Use of Common Areas. Each Lot shall have appurtenant thereto a nonexclusive right and easement for use of the Common Areas which are private roads and shall be subject to and shall have appurtenant thereto a nonexclusive right and easement for use of any other Common Areas. The rights and easements described herein shall pass with the title to each Lot, whether by gift, devise, inheritance, transfer, conveyance, encumbrance, or otherwise and whether or not reference is made thereto and in no event shall such rights and easements be separated from the Lot. No Owner shall bring any action for partition of the Common Areas. The rights and easements described herein shall be for the purposes and uses set forth in this Declaration and shall be subject to such reasonable rules and regulation regarding the use of the Common Areas and as the Association shall establish.

3.3 Utility Easements. There is reserved hereby an easement for all pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities which traverse, intersect, or underlie the Property, whether such pipes, lines, utilities and facilities are now existing or hereafter constructed and further are subject to an easement necessary for ingress to, egress from, repair, maintenance, and replacement of such pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities.

3.4 Easements Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

3.5 Title to Lots. Title to a Lot, consisting of a fee simple interest therein, may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

3.6 Description of a Lot. Every deed, mortgage, purchase contract, lease, or other instrument, conveying, encumbering or affecting the title to a Lot shall describe that Lot by the number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear on the records of the County Recorder of Utah County, Utah, in substantially the following fashion:

Let _____, Hobble Creek Subdivision, Phase ____ recorded in the County Recorder of Washington County, Utah, as Entry No. _____, in Book _____, Page _____, SUBJECT TO the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Hobble Creek Subdivision, recorded in the office of the Washington County Recorder as Entry No. _____, in Book _____ at Page _____, (as the same is amended or modified) TOGETHER WITH a right and easement of use of the Common Areas as described and provided in the said Declaration and Plat described above.

Whether or not the above form is used in any such instrument, the provisions of this Declaration shall be binding upon and inure to the benefit of any party acquiring an interest in a Lot.

3.7 Easement for Access for Repair and Maintenance of Common Areas. Some of the Common Areas may be conveniently accessible for repair and maintenance only on or through the Lots. The Owners of the Lots shall have the irrevocable right, to be exercised by the Association as their agent, to have access to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas.

3.8 Easement to Association. The Association shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

ARTICLE IV.

USE RESTRICTIONS

4.1 Residential Use. Each of the Lots in the Project shall be used for single family housing in compliance with Washington City ordinances. No building shall be erected or placed on any Lot other than a Residence, together with a garage and such outbuildings as are

customarily appurtenant to a residence and are permitted by Washington City ordinances. An "outbuilding" shall mean an enclosed covered structure not directly attached to the Residence.

4.2 Architectural Control Committee. The construction of any Residence, outbuilding, fence, wall or other structure (hereinafter "Improvement") shall be subject to the following restrictions and conditions

- (a) No Improvement may be commenced, erected, or maintained without the approval of the Architectural Control Committee.
- (b) Any Owner proposing the construction of any Improvement shall submit, in writing, plans and specifications for the same to the Architectural Control Committee. Such plans and specifications shall include but not be limited to the nature, kind, shape, height, materials, plot plans, floor plans, exterior color scheme, grading plan and finished elevations.
- (c) The Architectural Control Committee shall have the right to refuse any such plans, specifications, or grading or landscaping plans which are not suitable or desirable, in the Committee's opinion, for aesthetic or other reasons, and may take into consideration the suitability of the proposed building or other structure, the materials to be used, the harmony thereof with the surroundings, the topography of the land, and the effect of the proposed Improvement on the view from adjacent or neighboring Lots.
- (d) In the event the Architectural Control Committee shall fail to disapprove of the plans and specifications within thirty (30) days of the date of submission, such failure shall be deemed to be approval.
- (e) The Architectural Control Committee shall not be liable for its approval or disapproval of any plans of specifications or for any action or failure to act in regard to such approval process.
- (f) Upon approval by the Architectural Control Committee, the construction of the Improvements shall be promptly commenced and shall diligently proceed to completion. All such construction shall be completed within twelve (12) months of the approval or deemed approval unless the Architectural Control Committee shall extend the time for completion upon a determination that such extension is warranted by unusual circumstances or to delays which are beyond the control of the Owner constructing such Improvements.

4.3 Common Area Use. The Common Areas shall be used only in a manner consistent with their community nature and the use restrictions applicable to Lots as set forth herein.

4.4 No Alterations or Obstructions to Common Areas. Without the prior written consent of the Association in each specific instance, no Owner shall make or cause to be made any alteration, addition, removal or improvement in or to the Common Areas or any part thereof, or do any act which would impair the structural soundness or integrity of any improvement, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant

to the Land. Without the prior written consent of the Association, no Owner or guest shall obstruct the Common Areas or any part thereof, or park any recreational vehicles, including trailers, campers, motorhomes, boats and snowmobiles, on the Common Areas. Without the prior written consent of the Association, no Owner shall store or keep any property on the Common Areas or any part thereof.

4.5 Other Restrictions. Nothing shall be done on or kept on or in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by Owner or Owners' invitees; provided, however, that any invitee to the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Residence or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Residences or Lots. No obnoxious, destructive, or offensive activities shall be carried on any Lot or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project. Without the prior written consent of the Association nothing shall be done on or kept on or in any Lot or in the Common Areas or any part hereof which would result in the cancellation of the insurance on the Common Areas or any part thereof or increase the rate of the insurance on the Common Areas or any part thereof over what the Association, but for such activity, would pay.

4.6 Rules and Regulations. Each Owner shall comply strictly with all rules and regulations adopted by the Association for the use of the Project, Lots and Common Areas, as the same may be adopted, modified, amended and construed by the Association.

ARTICLE V.

DUTIES AND OBLIGATIONS OF OWNERS

5.1 Maintenance and Repair. Each Owner shall, at his or her sole cost and expense, keep his or her Lot and all improvements thereon, in a clean, safe, sanitary and attractive condition, and in a good state of repair. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, thereby contributing to the beauty and value of the neighborhood. The Owners obligation shall include the obligations to keep any landscaping on his or her Lot in a clean, safe and attractive condition and in good order, condition and repair. No Residence, building, structure, landscaping or fencing upon any Lot shall be permitted to fall into disrepair.

5.2 Assessments. Each Owner shall be responsible for the prompt payment of any Assessments provided for in this Declaration.

5.3 Observation of Rules and Regulations. Each Owner shall be responsible for the observance by Owner and any guests or invitees of Owner of the rules and regulations adopted from time to time by the Association.

ARTICLE VI
ASSOCIATION

6.1 Membership. Each Owner shall be entitled and required to be a Member of the Association. Upon acquiring title to a Lot, an Owner shall automatically become a member of the Association, and upon ceasing to be an Owner, for any reason, an Owner's membership in the Association shall automatically cease. Each membership in the Association shall be appurtenant to and may not be separated from the Lot to which it relates. No person or entity, other than an Owner, may be a member of the Association. Any sale, transfer, conveyance, devise, encumbrance or other disposition of a Lot shall automatically sell, transfer, convey, devise, encumber or otherwise dispose of the Owner's membership in the Association and the right and obligations appurtenant thereto.

6.2 Voting Rights. During the Declarant Control Period, Declarant shall be entitled to all votes as to all Association matters and the Owners of each Lot shall not be entitled to any votes as to Association matters. After the Declarant Control Period, each Owner, including Declarant, shall be entitled to one (1) vote for each Lot owned by such Owner as to all Association matters.

6.3 Multiple Owners of a Lot. 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 one (1) vote appurtenant to such Lot be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned 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.

6.4 Record of Owners. Each Owner shall promptly notify the Association of any change of ownership, contract sale, or encumbrance of a Lot and, if requested by the Association, shall deliver to the Association a copy of any such conveyance document, sale contract or encumbrance. The Association may rely on the information from the Utah County Recorder regarding the Owners and Mortgagees of Lots.

6.5 Bylaws. The Association shall adopt bylaws for the operation and management of the Association which Bylaws shall be recorded with the Washington County Recorder as required by U.C.A Section 57-8a-216. Such Bylaws may be amended and modified as provided therein.

6.6 Obligations of the Association. The Association shall have the obligation to do and perform the following for the benefit of the Owners and the maintenance and improvement of the Project.

(a) The Association shall accept title to all Common Areas conveyed to it, whether by Declarant or by others.

(b) The Association shall keep, maintain, repair and replace the Common Areas in a clean, safe and attractive condition and in good, order condition and repair, including the obligation to repair and maintain the private roads, the obligation to manage and maintain any storm water collection facilities and areas, and the obligation to maintain the landscaping on any other Common Areas.

(c) To the extent not assessed to or paid by the Owners directly, the Association shall 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.

(d) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

6.7 Powers of Association. The Association shall have all the powers set forth in its Articles of Incorporation and Bylaws, all powers that have been or may hereafter be conferred by law to nonprofit corporations, all powers as may hereafter be granted to it by its members, and the power to do all things authorized, required or permitted to be done by the Association under the provisions of this Declaration, including, but not limited to the following:

(a) The Association shall have the power to and shall appoint a three member Architectural Control Committee which may consist of members of the Board of Trustees of the Association. In the event the Association shall fail to appoint an Architectural Control Committee, then the Board of Trustees itself shall serve as the Architectural Control Committee. During the Declarant Control Period, the Declarant may either appoint members to the Architectural Control Committee or may serve as the Architectural Control Committee.

(b) The Association shall have the power to obtain, contract and pay for:

(i) the construction, maintenance, repair and landscaping of the Common Areas;

(ii) such insurance policies or bonds as may be required by this Declaration or as the Board may deem reasonable or necessary for the benefit of the Association, the Trustees and the Owners; and

(iii) such materials, supplies, and other personal property and such labor and other services as the Board may deem reasonable and necessary to carry out the duties of the Association.

(c) The Association shall have the power to levy and collect assessments as hereinafter provided.

(d) The Association shall have the power to adopt, amend, modify, repeal, construe and enforce reasonable rules and regulations governing among other things the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

(e) The Association shall have the power, in its own name, and in 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 this Declaration or any rules and regulations promulgated by the Association, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations. The Association shall also have power to adopt bylaws or rules and regulations regarding the suspension of the rights, including voting rights, of an Owner as a member of the Association during any period of time during which the Owner fails to comply with the rules and regulations of the Association or with Owner's obligations under this Declaration.

(f) The Association shall have all other rights, powers and privileges reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.8 Governance of Association. Except as herein set forth, the Association shall be governed by its Articles of Incorporation and Bylaws, and the resolutions adopted by its members or the Board.

ARTICLE VII.

ASSESSMENTS

7.1 Agreement to Pay Assessments. The Declarant for each Lot within the Project, and for and as the Owner of the Land and Property and every part thereof, hereby covenants and each Owner of any Lot by the acceptance of a deed or other instrument of conveyance and transfer therefor, whether or not it be so expressed in said deed or other instrument, shall be deemed to covenant and agree with each other Owner and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration, any special assessment for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article VII.

7.2 Annual Assessments. Annual Assessments shall be computed and assessed against all Lots in the Project based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and Facilities. Such estimated expenses may include, without limitation, the following: Expenses of management; real property taxes and special assessments on the Common Areas; premiums for all insurance that the Association is required or permitted to maintain hereunder; common trash collection, if any, repairs and maintenance; wages for Association employees, including fees for a Manager (if any); legal and

accounting fees; any deficit remaining from a previous period; creation of reasonable contingency reserve, major maintenance reserve, and/or surplus or sinking fund; creation of an adequate reserve fund for maintenance repairs and replacement of those Common Areas that must be replaced on a periodic basis, where such reserve is to be funded by monthly payments rather than extraordinary special assessment; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this Section 7.2 shall be part of the Common Expense Fund.

7.3 Annual Budget. Annual assessments shall be made on a calendar year basis, provided however that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Association as the date of commencement of the Project. The Association shall give written notice to each Owner of the proposed budget and the estimated amount of the annual assessment, based upon such proposed budget, with respect to his or her Lot not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the calendar year. The budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, reserves, and any deficit or surplus from the prior operating period. The Annual Budget shall be submitted to the vote of the Members of the Association in accordance with the bylaws not less than twenty (20) days prior to the beginning of the calendar year. The Annual Budget, as approved, amended or modified at such meeting of the Owners shall serve as the basis for the annual assessments for the upcoming calendar year and as the major guideline under which the Project shall be operated during such annual period.

7.4 Uniform Rate of Assessment. The Common Expenses shall be apportioned and assessed to all Owners at a uniform rate which shall be in proportion to the number of Lots in the Project, provided, however, that during the Declarant Control Period, Common Expenses shall not be allocated to Declarant with respect to any Lots owned by Declarant on which the construction of a Residence has not been completed or with respect to any Lots owned by Declarant with Residences which are not then occupied as a residence.

7.5 Payment. Each Annual Assessment shall be due and payable in annual or monthly installments. If to be paid annually, such Annual Assessments shall be payable on the 2nd day of January of each year and no separate notices, other than the Annual Budget, of such annual installment shall be required. The Association, in its discretion, may elect to have the Annual Assessments due and payable in twelve (12) equal monthly installments due on the 1st day of each and every month. Each annual or monthly assessment shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within (30) days after such date. In addition, in the event that any installment of the Annual Assessment is not paid within thirty (30) days of the date such installment becomes due, the Association may, at its option, and upon thirty (30) days' prior written notice to the Owner accelerate the due date for all remaining installments for the calendar year and all accrued but unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said thirty (30) day notice period and interest shall accrue on the entire sum at the rate of eighteen percent (18%) per annum from such date until paid in full. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release

of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date thirty (30) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

7.6 Reserve Analysis and Inadequate Funds. The Association shall cause a reserve analysis or study to be conducted in accordance with the provisions of U.C.A. Section 57-8a-211 no less frequently than every five years with the first such reserve analysis to be performed in the year 2017. The results of such reserve analysis shall be presented to the Lot Owners for discussion with respect to whether to fund a reserve fund and if to how to fund it and in what amount. In the event that it is otherwise determined that the Common Expense Fund is inadequate for the needs of the Association at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 7.7 below, except that the vote therein specified shall be unnecessary.

7.7 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board of Trustees on behalf of the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the members of the Association, special assessments (hereinafter "Special Assessments"), payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or improvements thereon or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners on the same basis as set forth in Section 7.4 (namely in proportion to the number of Lots in the Project). Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such portions become due if not paid within thirty (30) days after such date.

7.8 Lien for Assessments. All sums assessed to a Lot pursuant to the provisions of this Article VII, together with late charges, interest, court costs and reasonable attorneys fees, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article VII, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner, and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Washington County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. A release of lien shall be executed by the Association and recorded in the office of the County Recorder of Washington County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

7.9 Foreclosure of Lien for Assessments. The lien for assessments may be foreclosed in accordance with and subject to the provisions of U.C.A. Section 57-8a-302 through 308 through a judicial foreclosure in the manner provided by law for foreclosure of mortgages or through nonjudicial foreclosure as though the lien were a deed of trust. The Owner shall be required to pay the costs and expenses of such foreclosure proceedings, the costs and expenses of filing the notice of lien and all reasonable attorneys' fees incident to either the filing of the lien or the foreclosure proceedings and any costs and attorneys' fees associated with the collection of the amounts due under the lien. Such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Association shall have the right and power to bid an amount equal to its existing lien at any foreclosure sale, and to acquire, hold, convey, lease, rent, mortgage or use the Lot the same as the Owner.

7.10 Subordination of Liens to Mortgages. The lien for the assessments provided herein shall have priority over each other lien and encumbrance on the Lot except for:

- (a) a lien or encumbrance recorded before this Declaration is recorded;
- (b) a first or second security interest on the Lot secured by a mortgage or deed of trust that is recorded before a recorded notice of lien by or on behalf of the Association; or
- (c) a lien for real estate taxes or other governmental assessments or charges against the Lot.

The holder of a first or second mortgage or deed of trust or purchaser who comes into possession of or becomes the Owner of a Lot by virtue of the foreclosure of such mortgage or deed of trust through the exercise of a power of sale under such Mortgage shall take free of such assessment lien as to any assessment installment which accrues or becomes due prior of the foreclosure; 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 thereafter becoming due.

7.11 Certificate of Payment of Assessments. Upon payment of a reasonable fee and upon written request of any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot, the amount of the current yearly assessment and the portion thereof which has heretofore been paid, credit for advanced payments or prepaid items, including, but not limited to, prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which become due prior to the making of such request shall be subordinate to the

lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the ten (10) days provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Lot.

7.12 Notice to and Payment by Mortgagee of Unpaid Assessments. The Association shall report to any Mortgagee or other encumbrancer of a Lot any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such Mortgagee or encumbrancer first shall have furnished to the Association written notice of such encumbrance and a request for notice of unpaid assessments. A Mortgagee or other encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Notice, and upon such payment such shall be subrogated to all rights of the Association with respect to such lien, including priority.

7.13 Personal Obligation of Owner. The amount of any Annual or Special Assessment shall be the personal obligation of the Owner to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees, including any efforts to collect the same.

7.14 Personal Liability of Purchaser. Subject to the provision of Sections 7.11 and 7.12 a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

7.15 Lien for Fines. The Association may levy fines against any Owner who violates any of the provisions of the Declaration of Easements, Covenants, Conditions and Restrictions, or the Articles of Incorporation, By-laws or Rules and Regulations of the Association. Said fines shall be secured by a lien on such Lot and shall be superior to all other liens and encumbrances on such Lot except for set forth in Section 7.10 above and other annual and special assessments recorded prior to the date notice of this lien is recorded.

ARTICLE VIII

INSURANCE

8.1 Hazard Insurance. The Association shall procure and maintain, to the extent reasonably available as provided under U.C.A. Section 57-8a-401 et seq., from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI

or better from Best's Insurance Reports, 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, roads, excavation and other items normally excluded from coverage) of the improvements to the Common Areas including common personal property and supplies, owned by the Association with either a Replacement Cost Endorsement or a Guaranteed Replacement Cost Endorsement and an Agreed Amount Endorsement or its equivalent, an Inflation Guard Endorsement, if available, and such other endorsements as the Association shall deem necessary. Such policy or policies shall provide for deductibles which shall not be greater than the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the face amount of the policy. Such insurance policy or policies shall name the Association as insured and shall afford protection against loss or damage by fire and other hazards that are normally covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, and such other risks as are normally covered by the standard "all risk" or Cause of Loss-Broad Form policy of insurance. The Policy shall provide that it may not be canceled or substantially modified by the insurer unless it gives at least thirty (30) days' prior written notice thereof to each insured.

8.2 Liability Insurance. The Association shall procure and maintain, to the extent reasonably available as provided under U.C.A. Section 57-8a-401 et seq., from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports a policy or policies (herein called the "Policy") of public liability insurance to insure the Association, the Board, the Manager and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the operation, maintenance and use of the Common Areas, any activities thereon, and any conditions of the Common Areas under a Comprehensive General Liability form of policy. Such insurance shall be for such limits as the Association may decide, but not less than \$1,000,000 for personal injury and property damage arising out of a single occurrence which coverage shall include protection against water damage liability, liability for non-owned and hired automobiles, 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 to the Common Areas. The Policy shall contain an endorsement which shall preclude the insurer from denying the claim of any Owner because of the 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 it may not be canceled or substantially modified by the insurer unless it gives at least thirty (30) days' prior written notice thereof to each insured.

8.3 Fidelity Insurance. The Association may procure and maintain from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports a policy or policies of blanket fidelity insurance to protect against dishonest acts on the part of any trustee, officer, manager, agent, employee or other person who administers, handles, or is otherwise responsible for the funds of the Association. Such policy or policies shall name the Association as the obligee, shall provide coverage for the maximum sum of funds, including reserves, which will be in the possession or custody of the Association at any time the policy is in force, but in no event less than three (3) months assessment on all Lots, plus reserves. The policy or policies shall provide that they may not be cancelled or substantially modified by the insurer unless it gives at least thirty (30) days prior written notice thereof to each insured. The policy shall contain a waiver of any defense for

persons who serve without compensation. In the event the Association shall engage the services of a management agent who shall administer, handle or be responsible for the funds of the Association, then the Association shall require such management agent to provide a policy or policies of fidelity insurance which shall provide the same insurance coverage as required of the Association by this Section.

8.4 Worker's Compensation. The Association shall carry worker's compensation and employer's liability insurance and other similar insurance with respect to all employees of the Association in the amounts and in the forms now or hereafter required by law.

8.5 Additional Insurance. The Association may also procure such additional insurance which shall insure the Common Areas, the Association or the Owners and others against such additional risks as the Association shall deem advisable.

8.6 General Requirements. Each policy of insurance obtained by the Association shall be written by insurers licensed in the State of Utah. If reasonably possible, each policy of insurance to be obtained by the Association shall provide:

(a) a waiver of the insurer's right of subrogation against the Association, Owners, and their respective trustees, directors, officers, agents, employees, invitees and tenants;

(b) that it cannot be cancelled, suspended or invalidated due to the conduct of any Owner or Owners, but only due to the conduct of the Association, and then only after the Association shall have failed to cure or correct the defect within a reasonable time after a written demand to so cure or correct; and

(c) that any "no other insurance" clause shall not apply to any insurance maintained individually by any Owner.

8.7 Owners' Insurance. Each Owner may obtain insurance at his own expense, providing coverage on Owner's Lot, Owner's personal property or Owner's personal liability and covering such risks as Owner may deem appropriate. Each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies of the Association, the other Owners, and the trustees, directors, officer, servants, employees, agents, invitees or tenants of any of them, if such insurance can be obtained in the customary practice without substantial additional premium charge for the waiver of rights of subrogation.

ARTICLE IX

DAMAGE OR DESTRUCTION

9.1 Damage or Destruction to Common Areas. In the event the Common Areas, or any portion thereof shall be damaged or destroyed, the Association shall take all necessary and appropriate action to effect repair or reconstruction thereof. Such repair or reconstruction shall be substantially in accordance with the original plans and specifications of such Common Areas, or in accordance with such other plans and specifications as the Owners may approve, provided

that in the latter event the location of the Lots and of any buildings shall be substantially the same as prior to the damage and destruction.

9.2 Funds for Repair and Reconstruction. If the proceeds of any insurance shall be insufficient to pay the estimated or actual costs of repair or reconstruction, the Association may levy, in advance, one or more Special Assessments sufficient to pay for such estimated or actual costs of repair or reconstruction. Such Special Assessment shall be levied and collected in accordance with the provisions of Section 7.7. The costs of repair and reconstruction shall be deemed disbursed first from any insurance proceeds, and then from any Special Assessment. Any unexpended portion of the Special Assessment shall be returned to the Owners in proportion to their contributions thereto.

9.3 Election not to Repair or Reconstruct. In the event the Common Areas are destroyed or damaged to the extent of more than seventy-five percent (75%) of the value thereof, then the Owners, each Owner subject to the consent of their respective Mortgagees, who own at least eighty percent (80%) of the Lots in the Project may elect to not repair, rebuild or reconstruct the Common Areas. Such election shall be made at a duly called meeting of the members of the Association which is held not more than one hundred (100) days after the date of the damage or destruction. If the Owners shall so elect, then the Common Areas shall not be repaired, rebuilt or reconstructed, but shall be disposed of as soon as reasonably practicable after such election.

ARTICLE X.

MORTGAGEE PROTECTION

10.1 Amendment. After the Declarant Control Period, no amendment to this Declaration shall affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment or any successor or assign thereof, unless Mortgagee representing sixty-seven percent (67%) of the Lot Owners have consented in writing to such amendment or such percentage of the Mortgagee's consents are presumed in accordance with the provisions of U.C.A Section 57-8a-210.

10.2 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 ninety (90) days after default occurs; or
- (b) damage to the Common Areas from any one occurrence exceeds \$10,000.00; or
- (c) there is any condemnation or taking by eminent domain of any material portion of the Common Areas.

10.3 Notice of Meetings. Upon request of a Mortgagee, the Association shall give to such Mortgagee of a Lot notice of all meetings of the Association. Each Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

10.4 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.

10.5 Right to Pay Common Area 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.

10.6 Insurance and Condemnation Proceeds. No provision of this Declaration shall be deemed to grant any Owner any rights in or to a distribution of insurance proceeds or a condemnation award for the loss to or the taking of the Common Areas which are prior to the rights of the Mortgagee under its respective Mortgage to such distribution of insurance proceeds or condemnation award.

ARTICLE XI

BUILDING AND DESIGN STANDARDS

11.1 Building Locations. Each Residence and any other buildings shall be located such that all set back requirements are in conformity with minimums set by Washington City and as otherwise noted on the recorded subdivision plat.

11.2 Building Structures and Accessories. Every Residence, exclusive of garages, shall have a minimum finished area above the grade level of the Lot of One Thousand Six Hundred (1600) square feet for a single-level Residence and Two Thousand Four Hundred (2400) square feet for a two-story, of which Fourteen Hundred (1400) square feet in such two story Residence must be on the main floor.

11.3 Building Height. No building shall be erected to a height in excess of thirty-five (35) feet above the finished street grade. No Residence shall be erected to a height less than one (1) full story above the finished street grade. The Architectural Control Committee shall have the power to further limit the number of levels and stories and the height of structures in its sole and absolute discretion.

11.4 Garages. Each Residence must accommodate a minimum of two (2) cars, in a fully enclosed garage. Where possible, side entry garages are encouraged to present a varied and less uniform scope. Carports are not permitted.

11.5 Exterior Building Materials. Brick, stone, stucco, or other masonry materials approved by the Architectural Control Committee are required to cover at least eighty percent (80%) of the exterior of the Residence. Other high quality exterior materials may be used but must first be approved by the Architectural Control Committee. The colors and materials on the Residences shall be varied to improve the aesthetics of the Subdivision. Color combinations should blend well as to enhance the overall look of each Residence. Extreme color combinations and designs are not permitted.

11.6 Roofs. Roofing materials will consist of concrete tile or slate. Roof pitch shall not be less than 4/12 over the main portion of the structure.

11.7 Home Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the Residence, and shall be integral to the architecture of the Residence.

11.8 Mailboxes. Mailboxes will be located in accordance with the U.S. Postmaster requirements.

11.9 Solar Equipment. If solar panels are used, they are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be hidden from view.

11.10 Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing material.

11.11 Fences and Walls. Individual Lot fences, which are located within the minimum setback lines of the Lot or street, may be constructed of brick, cinder block, pre-cast concrete or wrought iron, or combinations of the above materials. Wrought iron fences or country style fences (such as rail fences) are highly encouraged. No vinyl will be allowed. Wooden or chain link fences are not permitted. Fences are not to exceed 36 inches in the front yard, and not to exceed six (6) feet in the back and side yard and need to be in compliance with Washington City ordinance for fences. Side yard fences on corner lots must be set back at least 10 feet from the sidewalk. Rear and side yard fencing must be installed within twelve (12) months from the date of occupancy.

11.12 Antennas and Satellite Dishes All antennas are restricted to the attic or interior of a dwelling. Satellite dishes shall be allowed, provided they are screened from view from the streets whenever possible unless the Architectural Control Committee shall waive the requirement of such screening.

11.13 Pools, Spas, Fountains, Game-courts. Pools, spas, fountains and game-courts shall be located to avoid impact on adjacent Lots or Residences with light or sound. No game court shall be located in front yards. Pool heaters and pumps must be screened from view and

sound insulated from neighboring Residences. No unsightly structures shall be constructed or permitted.

11.14 Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view from the street and adjoining lots unless such screening is waived by the Architectural Control Committee. Air conditioning units and swamp coolers are not permitted on roofs or through windows.

11.15 Landscaping Guidelines and Requirements. Front yard landscaping must be in place upon occupancy of the Residence. For each Residence, landscaping of entire yard, including grass, trees, and shrubs, must be completed within twelve (12) months following completion or occupancy. All demolition, clearing, grubbing, stripping of soil, excavation, and compaction and grading must be performed within the confines of the Lot. Each Lot Owner will commence construction of a home within twelve (12) months of Lot purchase or the Owner shall be required to provide landscaping for said Lot within twelve (12) months of purchase. Landscaping that includes wooded cluster of trees and shrubs is encouraged. A minimum of six (6) trees per lot is required with at least half being planted in the front yard. The remaining landscaping shall be groomed grass and other landscaping materials and plant life.

11.16 Sprinkler System. Each Lot must have a functional automated watering system.

11.17 Water Drainage. Each Lot Owner is responsible for retaining all soil erosion and water drainage, including but not limited to, rain, snow melt and sprinklers within their own Lot. Any desired or necessary retaining walls to accomplish such retention are the responsibility of each Lot Owner.

11.18 Machinery and Equipment: No large machinery or equipment of any kind shall be placed, stored, used, operated or maintained in, on or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Residence or appurtenant structures. Any machinery or equipment that is allowed on a Lot shall be screened from view behind the front yard setback and shall not be a nuisance to the community.

11.19 Trash Container and Collection: All garbage and trash shall be placed and kept in covered containers. As much as is possible, such containers shall be maintained as not to be visible from the front road or neighboring Lots, except to make them available for collection, and then only for the shortest time necessary to effect such collection.

11.20 Ground Water and Soil Erosion: If the Lot Owner chooses to design his home with a basement, he is encouraged to obtain a Soils Engineer's study and follow the recommendations therein. Declarant shall not be responsible for waterproofing, removing ground water, or any liability incurred by Owner or others as a result of ground water. It is the responsibility of each Owner to prevent runoff water from entering adjacent Lots. Each Owner shall be responsible to perform his site work in such a manner as to provide positive drainage away from the Residence and to minimize erosion and runoff. Any desired or necessary

retaining walls are the responsibility of each Lot Owner and must meet the requirements of the Architectural Control Committee and applicable Washington City Ordinances.

11.21 Recreational and Other Vehicles: No large trucks and commercial vehicles belonging to Owners or other residents of the Residence shall be parked within or adjacent to the Lot, except temporary parking, not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot driveway or front of a dwelling, private or public street, except that these restrictions shall not apply to emergency repair to vehicles. Boats, motor homes, or other recreational vehicles, other than regularly used passenger cars and light trucks which may be parked upon driveway areas, must be kept on side or rear yards behind the front yard setback, and when possible, obscured from the view from the front.

ARTICLE XII

MISCELLANEOUS

12.1 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 registered agent, or any officer or Trustee of the Association.

12.2 Amendment of this Declaration. During the Declarant Control Period, the Declarant at any time and from time to time, alone, shall be entitled to amend this Declaration and the Plat; provided, however, that Declarant shall not have the right to amend the Plat so as to modify the location, dimensions or size of any Lot which has been previously conveyed to an Owner. After the Declarant Control Period, the Owners at any time, and from time to time, shall have the right to amend this Declaration and/or the Plat upon the written approval of the Owners of not less than two-thirds of the Lots. Any such amendment shall be by an instrument duly recorded with the County Recorder of Washington County, Utah.

12.3 Declarant's Rights Assignable. Declarant's rights under this Declaration or in any way relating to the Property, the Expansion Property or the Project may be assigned.

12.4 Enforcement of Restrictions. The following persons 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; (a) any Owner; (b) the Association; or (c) any Mortgagee. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

12.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

12.6 Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

12.7 Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning, or intent of this Declaration of any paragraph or provisions hereof.

12.8 Effective Date. This Declaration, any Plat and any amendment or supplement to either, shall take effect upon the recording thereof in the office of the County Recorder of Washington County, Utah and shall remain in effect until terminated by the recording of an instrument executed and consented to in writing (or presumed consented to) by sixty-seven percent (67%) of the Mortgagees of Lots affected thereby in accordance with the provisions of Section 12.2.

12.9 Conflict. In case any provisions shall conflict with Utah law, Utah law shall be deemed to control.

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hands the day and year first above appearing.

Dated this 10th day of Aug., 2012

DECLARANT:

Salisbury Developers, Inc., a Utah corporation

By: [Signature]
Title: President

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On this 10th day of August, 2012, personally appeared before me Rick Salisbury, the President of Salisbury Developers, Inc., a Utah corporation, and that said document was signed by him in behalf of said corporation and said _____ acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS LOCATED S 0°43'32" W 585.21 FEET ALONG THE CENTER SECTION LINE AND WEST 197.26 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE WESTERLY RIGHT OF WAY OF 300 EAST STREET, SAID POINT ALSO BEING ON A 803.00 FOOT RADIUS CURVE TO THE LEFT AND RUNNING THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIFTEEN (15) COURSES, THE RADIUS POINT OF WHICH BEARS N 83°13'28" E; THENCE ALONG THE ARC OF SAID CURVE 72.25 FEET, THROUGH A CENTRAL ANGLE OF 5°09'19"; THENCE S 11°55'41" E 239.45 FEET; THENCE S 78°04'19" W 3.50 FEET; THENCE S 11°55'41" E 7.00 FEET; THENCE N 78°04'19" E 3.50 FEET; THENCE S 11°55'41" E 56.24 FEET TO A POINT ON A 885.00 RADIUS CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS S 78°04'17" W; THENCE ALONG THE ARC OF SAID CURVE 133.86 FEET, THROUGH A CENTRAL ANGLE OF 8°39'58"; THENCE S 3°15'45" E 161.17 FEET; THENCE S 86°44'15" W 3.50 FEET; THENCE S 3°15'45" E 7.00 FEET; THENCE N 86°44'15" E 3.50 FEET; THENCE S 3°15'45" E 250.66 FEET TO A POINT ON A 967.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS N 86°44'15" E; THENCE ALONG THE ARC OF SAID CURVE 24.23 FEET, THROUGH A CENTRAL ANGLE OF 1°26'08"; THENCE S 40°14'67" W 2.12 FEET TO A POINT ON A 968.50 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS N 85°12'48" E; THENCE ALONG THE ARC OF SAID CURVE 41.18 FEET, THROUGH A CENTRAL ANGLE OF 2°26'09" TO A POINT ON THE NORTH BOUNDARY OF COTTON MEADOW SUBDIVISION, RECORDS OF WASHINGTON COUNTY; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES, N 89°09'54" W 346.69 FEET; THENCE S 0°50'06" W 16.50 FEET; THENCE S 1°16'39" E 563.66 FEET TO A POINT ON THE EXTENSION OF THE BOUNDARY OF THAT PARTICULAR PROPERTY AS DESCRIBED IN ENTRY NUMBER 20100006332, RECORDS OF WASHINGTON COUNTY N 67°45'00" W 650.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 100 EAST STREET; THENCE CONTINUING ALONG SAID BOUNDARY N 1°23'40" E 1325.41 FEET TO A POINT ON THE CENTER LINE OF 500 SOUTH STREET AS SHOWN ON THE R. F. GOULD'S ENTRY WHICH HAS BEEN PREVIOUSLY ABANDONED; THENCE ALONG SAID CENTER LINE S 89°09'20" E 784.12 FEET TO THE POINT OF BEGINNING. CONTAINS 25.95 ACRES

EXHIBIT B

Legal Description - Hobble Creek Subdivision Phase 1

Beginning at a point which is located South 0 deg. 43' 32" West 1048.39 feet along the center line and West 102.01 feet from the North quarter corner of Section 23, Township 42 South, Range 15 West, Salt Lake Base and Meridian to a point on the Westerly right of way of 300 East Street, said point also being on a 85.00 foot radius curve to the right with a radius which bears South 84 deg. 30' 28" West and running thence along said right of way the following six (6) courses: Southerly 34.44 feet along the arc of said curve through a central angle of 2 deg. 13' 47"; thence South 3 deg. 15' 45" East 161.17 feet; thence South 86 deg. 44' 15" West 3.50 feet; thence South 3 deg. 15' 45" East 7.00 feet; thence North 86 deg. 44' 15" East 3.50 feet; thence South 3 deg. 15' 45" East 69.66 feet; thence South 86 deg. 44' 15" West 131.84 feet; thence South 82 deg. 18' 12" West 34.38 feet; thence North 88 deg. 26' 47" West 225.96 feet; thence South 88 deg. 52' 36" West 108.12 feet; thence South 83 deg. 41' 04" West 230.14 feet; thence North 88 deg. 36' 50" West 50.00 feet; thence North 1 deg. 23' 10" East 67.87 feet to a point on a 20.00 foot radius curve to the left; thence Northwesterly 32.75 feet along the arc of said curve through a central angle of 93 deg. 48' 50"; thence North 11 deg. 32' 19" East 61.93 feet to a point on a 20.00 foot radius curve to the left with a radius which bears North 3 deg. 09' 35" West; thence Northeasterly 29.83 feet along the arc of said curve through a central angle of 85 deg. 27' 15"; thence North 1 deg. 23' 10" East 118.74 feet; thence South 88 deg. 36' 50" East 149.07 feet; thence North 0 deg. 50' 40" East 18.06 feet; thence South 89 deg. 09' 20" East 434.95 feet; thence North 87 deg. 36' 44" East 34.00 feet; thence North 86 deg. 44' 15" East 129.32 feet to the point of beginning.

EXHIBIT C

Legal Description - Hobble Creek Subdivision Phase 2

Beginning at a point S 0°43'32" W 758.83 feet along the center section line and West 161.14 feet from the North quarter corner of Section 23, Township 42 South, Range 15 West, Salt Lake Base and Meridian to a point on the westerly right of way of 300 East Street and running thence along said right of way the following six (6) courses, S 11°55'41" E 132.30 feet; thence S 78°04'19" W 3.50 feet; thence S 11°55'41" E 7.00 feet; thence N 78°04'19" E 3.50 feet; thence S 11°55'41" E 56.24 feet to the point of a 385.00 foot radius curve to the right, with a radius which bears S 78°04'17" W; thence 99.42 feet southeasterly along the arc of said curve through a central angle of 6°26'11"; thence S 86°44'15" W 129.32 feet along the north boundary of Hobble Creek Phase 1, recorded and on file at Washington County Recorder's Office, State of Utah, the following two (2) courses, thence S 87°36'44" W 34.00 feet; thence N 89°09'20" W 434.95 feet; thence N 0°50'40" E 107.45 feet; thence N 89°09'20" W 3.56 feet; thence N 0°50'40" E 134.00 feet; thence S 89°09'20" E 397.30 feet; thence N 11°55'41" W 25.03 feet; thence N 78°04'19" E 153.76 feet to the point of beginning. Contains 3.34 acres

Legal Description - Hobble Creek Subdivision Phase 3

Beginning at a point S 0°43'32" W 582.71 feet along the center section line and West 197.26 feet from the North quarter corner of Section 23, Township 42 South, Range 15 West, Salt Lake Base and Meridian to a point on the westerly right of way of 300 East Street, said point also being on a 802.00 foot radius non-tangent curve to the left with a radius which bears N 83°13'38" E and running thence along said right of way the following two (2) courses, southerly 72.25 feet along the arc of said curve through a central angle of 5°09'19"; thence S 11°55'41" E 107.15 feet to a point on the northeasterly boundary of Hobble Creek Phase 2, recorded and on file at Washington County Recorder's Office, State of Utah; thence along said boundary the following three (3) courses, S 78°04'19" W 153.76 feet; thence S 11°55'41" E 25.03 feet; thence N 89°09'20" W 406.36 feet; thence N 0°50'40" E 100.00 feet; thence N 89°09'20" W 15.90 feet; thence N 0°49'59" E 134.00 feet; thence S 89°09'20" E 530.23 feet to the point of beginning. Contains 2.79 acres

Legal Description - Hobble Creek Subdivision Phase 4

Beginning at a point S 0°43'32" W 585.62 feet along the center section line and N 89°09'20" W 727.47 feet from the North quarter corner of Section 23, Township 42 South, Range 15 West, Salt Lake Base and Meridian to a point on the northwesterly boundary of Hobble Creek Phase 3, recorded and on file at Washington County Recorder's Office, State of Utah and running thence along the said subdivision the following four (4) courses, S 0°49'59" W 134.00 feet; thence S 89°09'20" E 15.90 feet; thence S 0°50'40" W 100.00 feet; thence S 89°09'20" E 9.05 feet to a point on the northwesterly boundary of Hobble Creek Phase 2, recorded and on file at Washington County Recorder's Office, State of Utah, thence along said subdivision the following three (3) courses, S 0°50'40" W 134.00 feet; thence S 89°09'20" E 3.56 feet; thence S 0°50'40" W 125.51 feet to a point on the northerly boundary of Hobble Creek Phase 1, recorded and on file at Washington County Recorder's Office, State of Utah, thence along said subdivision the following two (2) courses, N 88°36'50" W 149.07 feet; thence S 1°23'10" W 32.34 feet; thence N 88°37'07" W 138.01 feet to a point on the easterly right of way of 100 East Street; thence along said right of way N 1°23'10" E 523.17 feet; thence S 89°09'20" E 253.89 feet to the point of beginning. Contains 3.19 acres

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