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WHEN RECORDED RETURN TO:
Ivory Development, LLC
Brad Mackay
978 East Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7440

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, ^D
AND RESERVATION OF EASEMENTS
FOR
FLORENTINE TOWNS AMENDED**

This Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Florentine Towns, (the "Declaration") is made and executed by Ivory Development, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer").

RECITALS

- A. The Tract is an area featuring unique and distinctive terrain;
- B. By subjecting the Tract to this Declaration, it is the desire, intent and purpose of Developer to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.
- C. This Declaration affects that certain real property located in the City of Centerville in Davis County, Utah described with particularity in Article II below (the "Tract").
- D. Developer is the owner of the Tract.
- E. Developer has constructed or is in the process of constructing upon the Tract a planned residential development which shall include certain Lots, Common Area and Facilities, and other improvements of a less significant nature. The construction will be completed in accordance with the plans contained in the Final Plat to be recorded concurrently herewith.
- F. Developer intends to sell to various purchasers the fee title to the individual residential Lots contained in the Tract, together with a corresponding membership interest in the Association, subject to the Project Documents.
- G. The Association will own the Common Area and Facilities.
- H. The Project is to be known as "Florentine Towns."

I. Developer desires, by filing this Declaration and Final Plat, to submit the Property and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth in the Project Documents.

J. Since the completion of Project may be in phases, the completed Project will consist of the original phase and all subsequent phases.

COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Developer hereby makes the following declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated. Terms defined in the Declaration shall have the same meaning as set forth therein unless the context clearly requires otherwise.

1.1 The term Accessory Building shall mean and refer to any structure which (1) is not the preliminary structure, (2) contains at least 120 square feet, (3) requires a building permit, (4) is not a shed, shack or other out-building (for which a building permit is not required), and (5) qualifies as such under the totality of the circumstances in the opinion of the Architectural Review Committee.

1.2 The term Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorneys fees, late charges, accruing interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.

1.3 The term Additional Land shall mean and refer to additional real annexed or added to the Project.

1.4 The term Architectural Review Committee shall mean the person or persons appointed to review the designs, plans, specifications, homes, architecture, fencing, and landscaping within the Florentine Towns (the "ARC").

1.5 The term Area of Common Responsibility shall mean and refer to the area which the Association is responsible to maintain, repair and replace.

1.6 The term Area of Personal Responsibility shall mean and refer to the area which the Owner is responsible to maintain, repair and replace.

1.7 The term Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Florentine Towns Association on file or to be filed with the Utah Department of Commerce.

1.8 The term Assessment shall mean and refer to an amount assessed or imposed by the Association.

1.9 The term Association shall mean and refer to the association of Owners at the Project taken or acting as a group in accordance with this Declaration.

1.10 The term Board of Directors shall mean and refer to the governing board of the Association also known as the Management Committee.

1.11 The term Builder shall mean an owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.

1.12 The term Building shall mean and refer to any of the structures constructed in the Tract.

1.13 The term Bylaws shall mean and refer to the Bylaws of the Association, a copy of which is attached hereto, marked Exhibit "B," and incorporated herein by this reference.

1.14 The term Capital Improvement or Addition shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

1.15 The term City shall mean and refer to the City of Centerville in Davis County, Utah.

1.16 The term Class B Member Control Period shall mean and refer to the period of time during which the Class B Member is entitled to appoint the members of the Management Committee.

1.17 The term Committee shall mean and refer to the Management Committee of the Association as duly constituted.

1.18 The term Common Areas and Facilities shall mean and refer to all real property in the Tract owned in common by the Lot Owners including but not limited to the following items:

1.18.1 The real property and interests in real property submitted hereby, including the entirety of the Tract and all improvements constructed thereon, excluding the individual Lots.

1.18.2 All Common Areas and Facilities designated as such in the Final Plat;

1.18.3 All Private Yard Areas designated as such in the Final Plat;

1.18.4 All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Tract and intended for the common use of all Lot Owners, such as telephone, electricity, gas, water, cable television, and sewer;

1.18.5 The Tract's outdoor grounds including landscaping, open and green space, entry and monument;

1.18.6 The Subsurface Drain System;

1.18.7 All portions of the Tract not specifically included within the individual Lots; and

1.18.8 All other parts of the Tract normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Tract owned by the Association for the common benefit of its Members.

Provided, however, utility installations such as telephone, electricity, gas, water, and sewer may be dedicated to the City or other public utility and, if so, this definition shall not be construed to allow the Association to exclude the City or other public utility from the ownership and control of the utility systems so dedicated.

1.19 The term Common Expense shall mean and refer to:

1.19.1 All sums lawfully assessed against the Owners;

1.19.2 Expenses allocated by the Association among the Owners;

1.19.3 Expenses agreed upon as common expenses by the Association; and

1.19.4 Expenses declared common expenses by this Declaration.

1.20 The term Community shall mean and refer to the FLORENTINE TOWNS or if the context clearly requires the Tract.

1.21 The term Community Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the FLORENTINE TOWNS, as determined by the Management Committee from time to time.

1.22 The term Covenant to Share Costs shall mean and refer to any contract, agreement, declaration of easements, licenses and/or covenant to share costs executed by the Association and recorded in the Office of the County Recorder which creates easements for the benefit of the Association subject to such Covenant to Share Costs, and/or which obligates the Association to share the costs of maintaining certain real, personal or mixed property described therein.

1.23 The term Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for FLORENTINE TOWNS.

1.24 The term Dedicated Streets shall mean and refer to those streets and cul-de-sacs within the FLORENTINE TOWNS formally dedicated to the City or any other municipal or governmental body politic, entity or agency.

1.25 The term Design Guidelines shall mean and refer to the architectural and design requirements of the City or Developer.

1.26 The term Developer shall mean and include Ivory Development, LLC and any person or persons who might acquire title from it to all or some of the unsold Lots, Units or Memberships through purchase, assignment or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where, any person purchases all, or some of the remaining Lots, in a sale in the nature of a bulk sale. The person acquiring any of such property from the Developer shall be considered a Developer with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this; provided, however, a notice of succession shall be recorded in the Office of the County Recorder signed by both the current Developer and by its successor in interest as the new Developer.

1.27 The term Developmental Rights shall mean and refer to the right granted hereunder to the Developer, its agents, representatives, employees, successors and assigns, to develop and improve the Tract.

1.28 The term Dwelling or Dwelling Unit shall mean and refer to a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a building. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit.

1.29 The term Eligible Guarantor shall mean and refer to a governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with the Declaration.

1.30 The term Eligible Insurer shall mean and refer to an insurer of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

1.31 The term Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

1.32 The term Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Management Committee. A vote which is for any reason suspended is not an "eligible vote".

1.33 The term Final Plat shall mean and refer to the Final Plat (or the "Final Subdivision Plat") for Florentine Towns Subdivision, as approved by the City and on file in the Office of the County Recorder, as it may be amended from time to time.

1.34 The term Florentine Towns shall collectively and severally refer to the Florentine Towns Subdivision.

1.35 The term Florentine Towns Final Plat shall mean and refer to Final Plat.

1.36 The term Guest shall mean and refer to a family member, guest, visitor, invitee or licensee of an Owner or Unit.

1.37 The term Improvement shall mean and refer to any physical change or addition to the Property to make it more valuable.

1.38 The term Individual Charge shall mean and refer to a charge levied against an Owner, Guest or Permittee for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment.

1.38.1 The act or negligence of any Guest or Permittee shall be deemed to be the act or negligence of the Owner responsible for such Person.

1.38.2 Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner, Guest or Permittee including:

1.38.2.1 The cost to repair any damage to any portion of the Tract on account of loss or damage caused by such Person; or

1.38.2.2 The cost to satisfy any expense to any other Owner or Owners or to the Association due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Project Documents; and

1.38.2.3 Any transient occupancy tax, sales tax, use tax or other tax levied pursuant to the laws of the State of Utah and payable by any Owner, Guest or Permittee

which the Association is or shall be required or entitled to collect on behalf of the levying authority, although this subsection is not considered an acknowledgment that any such tax may be levied.

While Individual Charges are not Assessments, they are secured by a lien in the same manner as Assessments, as set forth below. The Association also shall have all other remedies, both legal and equitable, described in the Project Documents available against any Owner for nonpayment.

1.39 The term Land shall mean and refer to the Property.

1.40 The term Landscaping shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within the Tract, as well as the appurtenant sprinkling and irrigation systems.

1.41 The term Lender shall mean and refer to a Mortgagee.

1.42 The term Lot shall mean and refer to a separate physical part of the Property intended for independent use as shown on the Final Plat. Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.

1.43 The term Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.

1.44 The term Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

1.45 The term Management Committee shall mean and refer to the Board of Directors.

1.46 The term Manager shall mean and refer to the professional Person appointed or hired by the Association to manage and operate the Tract, and assist in the administration of the Association.

1.47 The term Plat Map shall mean and refer to the Final Plat.

1.48 The term Mortgage shall mean and refer to any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Lot or any part thereof or interest therein is encumbered. A *First Mortgage* is a Mortgage having priority as to all other Mortgages encumbering a Lot, or any part thereof or interest therein.

1.49 The term Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A *First Mortgagee* shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the

Declaration shall also protect the Developer as the holder of a First Mortgage of a Lot, or any interest therein.

1.50 The term Office of the County Recorder or County Recorder shall mean and refer to the Office of the County Recorder of Davis County, Utah.

1.51 The term Owner shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Lot, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.52 The term Parking Pad shall mean and refer to a cement or concrete, (or other construction material approved in writing by the ARC) parking pad constructed or installed on a Lot for the purpose of parking or storing of a Recreational, Commercial, or Oversized Vehicle.

1.53 The term Parking Pad Fence shall mean and refer to the cinder block, vinyl or wood (or other construction material approved by the ARC in writing) fence surrounding the Parking Pad

1.54 The term Permittee shall mean a Guest, tenant, lessee, renter, or other non-Owner resident or occupant.

1.55 The term Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

1.56 The term Plans and Specifications shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation all documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

1.57 The term Plat Map shall mean and refer to the Final Plat.

1.58 The term Private Amenity shall mean and refer to certain real, personal or mixed property located adjacent to, in the vicinity of, or within the Tract, which is privately owned and operated by Persons other than the Association for recreational and related purposes, on a club membership basis, or otherwise. Any property constituting a Lot, Unit, or Common Area and Facilities, as those terms are defined herein or on the Final Plat shall not be considered a Private Amenity.

1.59 The term Private Street, Road, Cul-de-sac, Way or Drive shall mean and refer to those streets, roads, cul-de-sacs, ways, drives or turnabouts within the Project not dedicated to the City or any county, state, or other governmental body politic, entity or agency.

1.60 The term Private Yard Area shall mean and refer to those Common Areas designated in this Declaration or in the Final Plat as reserved for the use of a certain Owner to the exclusion of the other Owners.

1.61 The term Project shall mean and refer to all of the Florentine Towns Subdivision, as shown on the Final Plat unless the context clearly requires otherwise.

1.62 The term Project Documents shall mean and refer to this Declaration, the Final Subdivision Plat, and the Bylaws, Rules and Regulations, and Articles of Incorporation of the Association.

1.63 The term Property shall mean and refer to all of the land or real estate, improvements and appurtenances comprising the Florentine Towns submitted to this Declaration.

1.64 The term Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

1.65 The term Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

1.66 The term Residence Number shall mean and refer to the number, letter or combination of name, numbers and letters that identifies only one Lot or Dwelling Unit in the Project.

1.67 The term Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to natural person or persons residing in the Dwelling Unit.

1.68 The term Residential Unit shall mean and refer to a residential Lot or Dwelling Unit in the Project.

1.69 The term Single Family shall mean and refer to *one* of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.

1.70 The term Single Family Residence shall mean and refer to (a) both the architectural style of a Dwelling Unit and the nature of the residential use permitted; and (b) a single family detached residence in the Project as shown on the Final Plat, which shall include fee title to the

Lot on which the Dwelling Unit is located, an undivided interest in the use of the Common Area and Facilities, subject to the Declaration.

1.71 The term Size shall mean and refer to the number of cubic feet, or the number of square feet of ground or floor space, within each Lot or Dwelling Unit as computed by reference to the Final Plat and rounded off to a whole number. Certain spaces within the Lots or Dwelling Units, such as the attic, basement, or garage space, may be omitted from the calculation or be partially discounted by the use of a ratio if the same basis of calculation is employed for all Lots or Dwelling Units in the Project and if that basis is described in the Project Documents.

1.72 The term Supplemental Declaration shall mean and refer to a written supplement to the Declaration recorded or to be recorded in the Office of the County Recorder affecting any portion of the Property.

1.73 The term Total Votes of the Association shall mean and refer to the total number of votes appertaining to all Lots in the Tract and the Developer's votes.

1.74 The term Townhouse or Townhome shall mean and refer to a residential Lot or Dwelling Unit as shown on the Final Plat, with or without walls or roofs in common with other single family Lots or Dwelling Units and which shall include fee title to the real property lying directly below said single family Lot or Dwelling Unit and an undivided interest in the use of the Common Area and Facilities, subject to the Declaration.

1.75 The term Tract shall mean and refer to all of the real estate submitted to this Declaration.

1.76 The term Unit shall mean and refer to a Dwelling Unit

1.77 The term Use Restrictions shall mean and refer to the rules, regulations and use restrictions described with particularity below, as they may be modified, amended, repealed, canceled, limited, withdrawn or expanded from time to time.

1.78 The term Visible From a Neighboring Property shall mean with respect to any object, that such object is or would be visible to an individual 6' tall, standing at ground level on any portion of the neighboring property.

II. SUBMISSION

The Tract, described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference, is hereby submitted to the Declaration.

The Tract is hereby again made subject to, and shall be governed by the Declaration, and the covenants, conditions and restrictions set forth herein.

The Property is SUBJECT TO the described easements and rights of way.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: This Declaration; all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights of-way, encroachments, or discrepancies shown on or revealed by the Final Plats or otherwise existing; an easement for each and every Common Area and Facilities improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Area and Facilities improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. Description of Improvements. The significant improvements contained in the Project include or will include up to sixty (60) residential Lots, consisting of 4-plexes and 2-plexes, and certain Common Area and Facilities. The Project may also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentences are depicted on the Final Plat.

2. Description of Property. The Final Plat shows the type and location of each Lot and its Lot Number.

3. Legal Status of the Property. All Lots shall be capable of being privately and independently owned, encumbered, and conveyed, and shall have separate tax identification or parcel numbers.

4. Membership in the Association and Voting Allocations. Membership in the Association is mandatory and may not be partitioned from the ownership of a Lot. Each Owner by virtue of his accepting a deed or other document of conveyance to a Lot is deemed to be a member of the Association.

4.1 Classes of Membership. The Association shall have two (2) classes of membership: Class A and Class B, described more particularly as follows:

4.1.1 Class A. Class A Members shall be all Owners with the exception of the Class B Members. Class A Members shall be entitled to vote on all issues before the Association. Each Lot shall have one (1) vote. No vote shall be cast or counted for any Lot not subject to assessment. When more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise it. Any Owner of a Lot which has been leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary of the Association at least three (3) days prior to any meeting.

4.1.2 Class B. The Class B Member shall be the Developer. The rights of the Class B Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class B Member shall be entitled to appoint a majority of the members of the Management Committee during the Class B Control Period. The Class B membership shall terminate and shall be converted to Class A membership upon the first to occur of the following: (a) December 31, 2016, or (b) when 100% of the Lots created have certificates of occupancy issued thereon and have been conveyed to Persons other than the Developer or builders holding title solely for purposes of development and sale, or (c) when, in its discretion, the Class B Member so determines.

5. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of Lot No _____ contained within FLORENTINE TOWNS, PHASE [], a Utah planned residential development, as the same is identified in the Final Plat recorded in Davis County, Utah as Entry No. _____: _____ at Page _____ of the official records of the County Recorder of Davis County, Utah (as said Final Plat may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions of FLORENTINE TOWNS, recorded in Davis County, Utah as Entry No. _____ in Book _____ at Page _____ of the official records of the County Recorder of Davis County, Utah (as said Declaration may have heretofore been supplemented), together with an undivided interest in the Common Area and Facilities.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of the Project Documents shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor percentage of ownership interest in the Common Area and Facilities, shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association shall automatically accompany the transfer of the Lot to which they relate.

6. Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple ownership of his Lot. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by any Person. The Property shall be used only for residential purposes, except as expressly set forth below, and the Common Area and Facilities shall only be used in a manner consistent with the residential nature of the Project.

7. Subsurface Drain System. The Developer shall establish at its sole cost and expense a Subsurface Drain System servicing the Project that collects subsurface water or seepage water and conveys such water to a place of disposal (the "Subsurface Drain System").

7.1 Easement. A reciprocal easement on, over, under, through and across all Lots and Common Area for the Subsurface Drain System is hereby reserved by and granted to the Developer and the Association, including the right to improve, modify, relocate or expand the Subsurface Drain System. *[easement reference should be added as plat note on the plat referring to areas subject to the subsurface drain system easement]*

7.2 Established Drainage Pattern. The term "Established Drainage Pattern" is defined as the approved drainage pattern, facilities and improvements in existence at the time such Lot is conveyed to a home purchaser by the Developer, its successor or assign.

7.2 Interference. No Owner shall interfere with the Subsurface Drain System or Established Drainage Pattern established by the Developer, or its successors or assigns.

7.3 Owner's Obligation. Each Owner shall be responsible to develop and maintain his Lot in a manner consistent with the Established Drainage Pattern and Subsurface Drain System, and so as not to detract therefrom or interfere therewith, or the Established Drainage Pattern on any other Lot in the Project.

7.4 Alterations. No alterations or changes to the Subsurface Drain System or Established Drainage Pattern is permitted without the express prior written consent of the Management Committee.

7.5 Maintenance. The cost of the installation, maintenance, repair, replacement, improvement or extension of the Subsurface Drain System shall be the responsibility of the Association. The Association shall assess an annual fee or other adequate funding mechanism against each Lot within the Association to ensure the appropriate maintenance, repair, replacement or improvement to the Subsurface Drain System with the right to lien any delinquent Lots or Property for failure to pay.

7.6 City. If the Association fails to maintain the Subsurface Drain System, the City shall have the right, but not the obligation, to maintain any subsurface drain or the Subsurface Drain System and, after 30 days' written notice to the Association, to charge the expense of such maintenance, clean up or repair to the Association and to lien the Lots or Property to secure payment. The City is hereby made a party to the covenants established by this Declaration and granted a right of enforcement for the sole purpose of protecting and

preserving the use of the Subsurface Drain System although the City shall neither be considered a member of the Association nor have a vote in the management, operation or regulation thereof.

7.7 City Ordinance. The permanent funding and responsibility of the Subsurface Drain System, including maintenance responsibilities, etc., shall be in accordance with the requirements and provisions of Section 9-4-030 of the City Ordinances, as amended.

8. Easements and Rights of Way for Non-Exclusive Use of Common Area. Developer hereby grants and conveys to the Association and each Owner and Permittee the right and non-exclusive easement to use and enjoy the Common Area and Facilities. Such rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions: (1) The right of the Association to limit the number of Guests and Permittees; (2) The right of the Association to suspend the voting privilege of an Owner in material default; and (3) The right of the Association to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for the purpose of regulating transportation, maintaining the roadways or providing utilities and other similar or related purposes. During the Class B Control Period, any such dedication or transfer shall be effective only if approved in writing by the Developer. Each Owner by virtue of his acceptance of a deed or other document of conveyance shall be entitled to the exclusive ownership and possession of his Lot, an undivided percentage of ownership interest in the Common Area and Facilities, and membership in the Association as set forth herein.

9. Joint or Common Utility Easements with Neighboring Subdivisions or Developments. The Developer for itself and/or its successors in interest (including but not limited to the Association), hereby reserves the irrevocable and exclusive right, without any additional consent required, to enter into easement agreements with or to convey to owners or developers of adjoining subdivisions, projects or developments any and all reasonable and necessary utility easements or rights of way for gas, water, power, sewer, storm or subsurface drain systems or the like under, over, across or through the Project.

10. Rules and Regulations. The Association, acting through its Management Committee, shall have the power and authority to adopt administrative or house rules and regulations, which shall be binding upon all Owners and Permittees.

11. Reasonable Rights to Develop. No rule or action by the Association or Management Committee shall unreasonably impede Developer's right to develop the Tract in accordance with the development approvals and Final Plat approved by the City, including, but not limited to, the rights of the Developer as set forth herein.

12. Rules and Rights of Owners. Except as may be specifically set forth below, and subject to City ordinances and the Declaration, whichever is more restrictive, neither the Management Committee nor the Association may adopt any rule in violation of the following provisions:

12.1 Similar Treatment. Similarly situated Owners and Permittees shall be treated similarly.

12.2 Religious and Holiday Displays. The rights of Owners and Permittees to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residences located in residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Lot.

12.3 Household Composition. No rule shall interfere with the freedom of the occupants of Dwelling Units to determine the composition of their households, except that the Declaration limits residency in a Dwelling Unit to a single family and the Association shall have the power to limit the total number of occupants permitted in each Dwelling Unit on the basis of the size and facilities of the Dwelling Unit and its fair share use of the Common Area and Facilities.

12.4 Activities Within Lots. No rule shall interfere with the activities carried on within the confines of Lots, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Lot, or that create an unreasonable sounds of annoyance.

12.5 Allocation of Burdens and Benefits. No rule shall alter the basis for allocation of financial burdens among various Lots or rights to use the Common Area and Facilities to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the use of the Common Area and Facilities, from adopting generally applicable rules for use of Common Area and Facilities, or from denying use privileges to those who abuse the Common Area and Facilities, violate the Project Documents, or fail to pay Assessments. This provision does not affect the right of the Association to increase or decrease the amount of Assessments.

12.6 Abriding Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the Property shall apply prospectively only and shall not require the removal of any property which was being kept on the Property prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law. The limitations in this subsection shall apply to rules only; they shall not apply to amendments to this Declaration.

13. Initial Use Restrictions. The Lots are subject to the following initial use restrictions which shall govern both the architecture and the activities within the Property:

13.1 Private Residence. No Lot shall be used except for residential purposes (except as set forth below) and all residents shall be obligated by the following requirements: No temporary structure including trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time.

13.2 Business Use. No resident may operate a commercial trade or business in or from his Unit with employees of any kind or with customers who are not residents of the

Project, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Unit. No commercial trade or business may be conducted in or from a Unit unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the ARC, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the ARC. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

13.3 Storage and Parking of Vehicles. The driving, parking, standing, and storing of motor vehicles in, on or about the Property shall be subject to rules and regulations adopted by the Management Committee; provided, however, there shall be no outside storage or parking upon any Lot or the Common Area of any automobile, Recreational, Commercial or Oversized vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation divide of any kind, except for Owners within the parking spaces in the Owner's garage and for visitors temporarily parking in spaces and in accordance with rules and regulations designated and promulgated by the Management Committee. No Owners or Permittees shall repair or restore any vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally constructed. Parking in the private streets is prohibited. No Owners are allowed to park in the visitor parking areas provided within the Project. Parking shall be allowed in driveways located in tandem with the garage as long as it complies with the above requirements. Due to the strict parking restrictions within the development, and subject to City conditions of approval for the development, sufficient space shall be retained in each garage to permit the parking of the intended number of vehicles therein.

13.4 Garbage and Refuse Disposal. No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days. All garbage cans will be rolled to the public street for City pick-up.

13.5 Aerials, Antennas, and Satellite Systems. Satellite dishes, aerials, antenna, or systems may only be installed in accordance with FCC regulations taking into consideration the written guidelines established for or by each Neighborhood. The Management Committee may bar, in its sole discretion, satellite dishes, aerials, antenna, or systems, including HAM radio antenna, not expressly authorized by FCC regulations.

13.6 Animals and Pets. Large animals as that term is defined by City Ordinance are not allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred at the Property. Up to two (2) domestic pets as that term is defined by City Ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts are considered a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable

fouling of the air by odors; (c) causing unsanitary conditions; (d) running loose throughout the Property and not in a cage or on a leash and under the control of a responsible person; (e) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. The Association may charge a pet registration fee and/or a pet deposit.

13.7 Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Dwelling Unit; provided, however, this restriction does not apply to and is not binding upon the Developer, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs in the Common Area, on a Lot, or showing from a Dwelling Unit are prohibited.

13.8 Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Property land use and buildings.

13.9 Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the Project, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

13.10 Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.

13.11 Neighborhood. This Property is located by and is subject to the normal, everyday sounds, odors, and all other aspects associated with the nearby residential and commercial areas.

13.12 Owner-Occupied. A Dwelling Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Unit occupied by one of the following:

13.12.1 The vested owner (as shown on the records of the Davis County Recorder);

13.12.2 The vested owner and/or his spouse, children or siblings; or

13.12.3 The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner

(provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

13.13 Laws. Nothing shall be done or kept in, on or about any Lot 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.

13.14 Damage or Waste. Each Owner shall repair any damage he or any other residents, guests, or invitees of his Lot may cause to another Owner, Lot, or Dwelling Unit, and promptly restore the property to its original condition.

13.15 Chimes and Musical Sound Makers. Chimes, dream catchers, bells, tubes or other objects hung vertically outside the Dwelling Unit which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited.

14. Transfer Fee. The Owner shall pay to the Association a five percent (5%) of the gross sales price on the Lot as a transfer fee if his Lot is sold (or if he enters into a Lease/Option or similar Agreement on the Lot) during the initial one (1) year period after closing.

15. Architectural Review Committee. The Architectural Review Committee (the "ARC") shall have the right, power and authority to resolve all architectural, design and related issues. The Developer, and upon the termination of the "Class B Member Control Period," the Management Committee, has the sole right and exclusive authority to appoint all members of the ARC, subject to the Declaration. In the event of any conflict, incongruity or inconsistency between a decision of Developer (or at the termination of the Class B Member Control Period, the Management Committee) and the ARC, the former shall in all respects govern and control.

15.1 ARC Powers and Standing. Any instrument executed by the ARC or its legal representative that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

15.1.1 The ARC shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners; and

15.1.2 The ARC shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions.

15.2 Landscaping. The Developer will build-out and install all landscaping on the Lots and in the Common Area, including the placement of sod and sprinkler system in the front, side and rear yards. The Association shall maintain, repair and replace all landscaping on all Lots (including the front, side and rear yards unless otherwise specifically and expressly noted) and in the Common Area. The Association shall have absolute and unilateral control over

the landscaping in the front, side and rear yards, including the design, location, selection, and planting of all trees, shrubs, bushes, sod and plants, and no alterations, modifications or changes of any kind may be made by any Owner or resident at any time without the prior written consent of the Architectural Review Committee, and any such alteration, modification or change made without its prior written consent shall be considered non-conforming. Upon written request of the Architectural Review Committee, any non-conforming landscaping shall be removed and the property shall be restored to its original condition forthwith, at the expense of Owner or resident.

15.3 Snow Accumulations. The Association shall remove all snow accumulations from the private streets, roads and common walks. The Association may choose but is not required to remove snow accumulations from individual sidewalks and driveways; provided, however, if the Association elects to provide such service it is expressly conditioned upon or subject to the following:

15.3.1 The Association may charge a reasonable fee for such additional service;

15.3.2 Any agreement for the removal of snow and ice accumulations from the Owner's private drive and walks must be in writing signed by both parties;

15.3.3 The agreement for the removal of snow and ice accumulations from an Owner's private drive and walks shall set forth the minimum standard of care: and

15.3.4 Each Owner or resident by electing to have the Association remove accumulations of snow and ice from his private drive and walks: (a) assumes the risk of bodily injury and/or property damage caused by such snow or ice accumulations, including by way of illustration but not limitation a "slip and fall," (b) agrees to obtain insurance coverage for such risk or peril, (c) releases the Association and/or its Manager, Board of Directors, employees, agents and representatives (collectively herein "Association") for any and all liability for any bodily injury, including death, or property damage caused by any act of the Association or failure to act, including negligence, (d) waives any claim against the Association for any and all liability, loss, damage, demand, cost, judgment or award for any bodily injury, including death, or property damage caused by any act of the Association or failure to act, including negligence, and (e) agrees to save, indemnify and hold the Association any and all liability, loss, damage, demand, cost, judgment or award for any bodily injury, including death, or property damage caused by any act of the Association or failure to act, including negligence.

15.4 Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property.

15.4.1 Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage

channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way.

15.4.2 The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

15.5 Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels.

15.5.1 The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible.

15.5.2 It shall be the responsibility of the Owner to see that his Lot strictly conforms with the grading and drainage plan established by the Developer, City and/or Davis County.

15.6 Procedures for Approval of Plans and Specifications. The ARC shall review and approve plans for all buildings proposed for erection, placement, or alteration within the Project. The City may require that building permit applications show evidence that the ARC has approved each building plan. Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges, by acceptance of a deed or other document of conveyance, that opinions on aesthetic matters are subjective and may vary as ARC members change over time.

15.7 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

15.8 Variance. The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly

adopted rules and regulations. Such variances may only be granted , however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

15.9 Limitation of Liability. Neither the Developer nor the ARC, or any of their employees, agents, representatives or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Developer and the ARC, and their employees, agents, representatives or consultants harmless from any and all loss, damage, or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

15.10 Professional Architects and Designers. Designs submitted for approval must be prepared by architects or by qualified residential designers of outstanding ability whose previous work must be available for inspection and evaluation as a part of the approval process.

15.11 Ivory Homes Catalogue. Any and every home design, plan or specification contained within the then current Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required.

15.12 Contractors. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the ARC from the Subdivision, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the ARC or the Developer, nor their employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.

15.13 Enforcement of Architectural Guidelines. Any construction, installation, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming.

15.13.1 Upon written request from the ARC an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work.

15.13.2 Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work without being deemed to be a trespasser.

15.14 Fencing is not allowed without the express prior written consent of the Architectural Review Committee

16. Leases. Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Dwelling Units is subject to the following covenants, conditions and restrictions:

16.1 Rental Rules. Renting rules and regulations adopted by the Management Committee, as they may be amended from time to time.

16.2 Rental Moratorium. No Owner may lease or rent his Dwelling Unit for a period of one (1) year from the date of closing.

16.3 Short Term Rentals. No Owner shall be permitted to lease his Dwelling Unit for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Dwelling Unit, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the Management Committee.

16.4 Signage. "For Rent" or "For Lease" signs are prohibited.

16.5 Approvals. The Management Committee must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in violation of the Project Documents shall be considered "non-conforming" and, as such, voidable by the Management Committee.

16.6 Rental Agreements. The Association may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Project Addendum, approved by the Association (or include specific terms in their leases); and the ARC may impose a review or administration fee on the lease or transfer of any Lot.

16.7 No Other Restrictions. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Dwelling Unit.

17. Easements and Rights of Way.

17.1 Grant of Easement. Developer hereby reserves to itself and grants to the Association a nonexclusive, perpetual right-of-way and easement over, across and through the Project, together with the right to use, operate, maintain, repair and replace the Common Area and Facilities, subject to all of the terms, covenants, conditions and restrictions set forth herein.

17.1.1 Common Use of Easement. Said easement is to be used in common for ingress and egress over the Common Area and Facilities by the Developer, the Association and each Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.

17.1.2 Private Easement. The easement created is intended to be used as a private non-exclusive easement for the exclusive use and benefit of Developer, the Association and each Owner.

17.2 Encroachments. If any part of the Common Area and Facilities and/or Private Yard Area encroaches or shall hereafter encroach upon a Lot or Lots, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot encroaches or shall hereafter encroach upon the Common Area and Facilities, Private Yard Area, or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Area and Facilities, Private Yard Area, or the Lots. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the FLORENTINE TOWNS Final Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

17.3 Improvements. Improvements, including Lots, Common Area and Facilities, and/or Private Yard Areas, constructed as subsequent phases of the Project may encroach upon portions of the Common Area and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and this Declaration necessary to repair, maintain and operate such improvements is hereby granted.

17.4 Rights of Access. Each Owner shall have the right to ingress and egress over, upon and across the Common Area and Facilities as necessary for access to the Lot or Unit he is occupying and to any Private Yard Area appurtenant to his Lot or Unit, and he shall have the right to the horizontal, vertical and lateral support of his Lot or Unit.

17.5 Developer's Easement. Developer hereby reserves to itself an exclusive easement to make such use of the Common Area and Facilities and/or Private Yard Area as may be necessary or convenient to perform the duties and functions that each is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct the Common Area and Facilities for use by the Owners.

17.6 Construction Easements. The Developer hereby reserves for itself and its affiliates and assignees a temporary construction easement over the Common Area and Facilities and/or Private Yard Area for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project including all physical improvements as well as all Lots, Units, Common Area and Facilities, and/or Private Yard Area. The Owners of Lots do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their Lots, Units,

Common Area and Facilities and Private Yard Area until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, Developer shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities. Developer's construction activities pursuant to the easement granted hereunder shall not be considered a violation of the Use Restrictions.

17.7 Locations Facilities Easements. Developer reserves a non-exclusive easement for itself and its affiliates and assignees to construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Developer further reserves a right of access to the Locations of Facilities over, across, and through all other Common Area and Facilities and/or Private Yard Area of the Project in order to access the Locations of Facilities to exercise the rights established herein. Developer reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Developer may exercise all of such rights unilaterally and without the consent of any Owner, Mortgagee or the Association. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Developer documenting the rights hereunder, in form satisfactory to the Developer, and any assignee of its rights hereunder.

17.8 Entry Monument. Developer reserves a non-exclusive easement for itself and its affiliates and assignees to construct, operate, maintain, repair and replace the Entry Monument.

17.9 Parking. While occupying a Lot or Unit or using the Common Area and Facilities, Owners and Permittees are entitled to use their assigned parking spaces, but only subject to and in accordance with the rules and regulations adopted by the Management Committee.

17.9.1 Parking Rules. The Management Committee may adopt, modify and repeal parking rules and regulations. The parking rules and regulations may, among other things, regulate times, areas, location and assignment of parking spaces throughout the Project.

17.9.2 Reserved Parking Spaces. The Management Committee may assign and reserve parking spaces in the Common Area to facilitate the use and parking demands of the Lots and Units, and, among other things, may create tow, automatic tow and other zones, and parking spaces for the handicapped.

17.9.3 Automatic Tow. If street parking or parking in any other area, such as a Red Zone or Fire Lane, within the Project is prohibited by rule, it shall be considered an automatic tow away zone (i.e., at the vehicle owner's sole risk and expense, and without additional notice or warning required).

17.9.4 . Authority of Developer and Management Committee. The Developer prior to the expiration of the Period of Developer's Control or thereafter the Management Committee, shall have the right, power and authority to unilaterally relocate,

reallocate and/or reconfigure any and all the parking easements, licenses or parking assignments described in this Declaration from time to time as it sees fit, and without the consent of any Owners.

17.10 Developer's Non-Exclusive Easement. Developer reserves for itself and its affiliates and assignees a non-exclusive easement over, across, under and through the Property for ingress to, egress from, and installation of all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity and cable communication that service the Property or any portion thereof as well as any such lines and systems which service property owned by the Developer. Upon installation of such utilities the responsibility to repair, maintain and replace the utilities shall be assumed by the Association or the City or other public or quasi-public entity having jurisdiction over the utility.

17.11 Reservation of Rights. All conveyances of Lots within the Project hereafter made, whether by Developer or otherwise, shall be construed to grant and reserve such easements and/or licenses as are provided herein, even though no specific reference to such easements appears in any such conveyance.

17.12 Streets, Landscaping, Public Utilities and Drainage Easements. All Common Areas and Facilities shown on FLORENTINE TOWNS Final Plats are subject to public utilities and drainage easements, including the Subsurface Drain System, for the installation and maintenance of improvements and such easements shall be subject to the right of the City to require the Association to assess it's the Owners and Lots, based upon their percentage of ownership, the costs to repair damage to the streets and landscaping, etc., and where needed or appropriate to maintain, repair, replace, relocate or extend the public utilities and drainage systems.

18. Liability of Owners and Residents For Damages. Each Owner or Permittee shall be liable to the Association, or other Owners for damages to person or property in the Tract caused by his intentional misconduct, recklessness, carelessness or negligence.

19. Management Committee. The Association shall be governed, directed and managed by a Management Committee comprised of at least three (3) and no more than nine (9) natural persons who shall be duly qualified and elected.

20. Status and General Authority of Management Committee. Any instrument executed by the Management Committee that recites facts which, if true, would establish the power and authority of the Management Committee to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated in subparagraphs below, constitute a legal entity capable of dealing in its own name or in the name of the Management Committee.

21. Grant of Power and Authority. The Management Committee shall have, and is hereby granted, the following rights, authority and powers:

21.1 Access. To enter into or upon any Lot or Unit to make repairs to and to do other work necessary for the proper maintenance and operation of any Common Area and Facilities during reasonable hours and after reasonable notice to the occupants thereof; and (2) for making emergency repairs necessary to prevent damage to the Common Area and Facilities or to another Lot or Unit, provided that a reasonable effort is made to provide notice to the occupants prior to entry.

21.2 Grant Easements. With or without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Area and Facilities for utilities, subsurface drain systems, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.

21.3 Execute Documents. To execute and record, on behalf of all Owners, any amendment to the Declaration or Final Plat which has been approved by the vote or consent necessary to authorize such amendment.

21.4 Standing. To sue and be sued.

21.5 Enter Into Contracts. To enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

21.6 Transfer Interests in Real Property. To exchange, convey or transfer any interest in real property, so long as it has been approved by at least seventy five percent (75%) of the Lots.

21.7 Purchase. To purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least seventy five percent (75%) of the Lots.

21.8 Add Property. To add any real property, or interest therein, obtained pursuant to subparagraph 21.7 above to the Project, so long as it has been approved by at least seventy five (75%) of the Lots.

21.9 Promulgate Rules. To promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with this Declaration.

21.10 Meetings. To establish procedures for the conduct of its meetings, including but not limited to the power to decide what portion of the meeting shall be open or closed to Owners, to retire to executive session, to regulate record keeping, and to allow, control or prohibit the electronic reproduction (video or audio) of meetings.

21.11 Delegation of Authority. To delegate its responsibilities, in whole or in part, over the management and control of the Project to the professional manager selected; reserving the right, power and authority, however, to control and oversee the administration of the Project.

21.12 Interpret and Enforce Project Documents. To interpret and enforce this Declaration, the Bylaws, Rules and Regulations, and Articles of Incorporation.

21.13 Borrow. To borrow funds and pledge assets of the Association, so long as the transaction has been approved in advance by at least seventy five (75%) of the Lots.

21.14 All other Acts. To perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Owners.

22. Delegation of Management Responsibilities. The Property shall be managed by a professional manager, selected by the Developer or, upon the termination of the Class B Member Control Period, the Management Committee. The agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Management Committee shall provide, or be deemed to provide hereby, that either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and no contract may be for an initial term greater than one (1) year.

23. Annual Meeting of the Association. The Association shall meet on a periodic basis, at least annually, at a time and place set by the Management Committee.

24. Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Management Committee shall maintain up-to-date records showing: (a) the name of each person who is an Owner, the address of such person, and the Lot and Membership which is owned by him; (b) the name and address of each resident; (c) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Lot which is encumbered by the Mortgage held by such person or entity; and (d) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Lot which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Management Committee with written evidence verifying that the transfer has occurred, that the Deed or other instrument accomplishing the transfer is of record in the Office of the County Recorder, and that the transferee has received a copy of the Declaration and Bylaws then in force. The Management Committee may for all purposes act and rely on the information concerning ownership in its records or, at its option, the official records of the County Recorder. The address of any Owner shall be deemed to be the address of the Lot owned by such person unless the Management Committee is otherwise advised in writing. Owners shall provide the Management Committee with the names and contact information for all non-owner occupants upon request.

25. Capital Improvements. All Common Expenses for Capital Improvements or Additions to the Project shall be governed by and subject to the following conditions, limitations and restrictions:

25.1 Management Committee Discretionary Expenditure Limit. Any Capital Improvement or Addition to the Project which costs ten percent (10%) or less of the Total Annual Budget for the Project, and does not alter the nature of the Project, may be authorized unilaterally by the Management Committee (the "Capital Improvement Expenditure Ceiling").

25.2 Expenditure Requiring Consent of Owners. Any Capital Improvement or Addition, the cost of which will exceed the Capital Improvement Expenditure Ceiling, must, prior to the commencement of construction, be authorized in writing by at least a majority of the Owners.

25.3 Improvements Changing the Nature of the Project. Any Capital Improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven (67%) percent of the Owners.

26. View Impairment. Neither the Developer nor the Association guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Developer nor the Association shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

27. The Area of Common Responsibility. The Common Area and Facilities, including the Subsurface Drain System, shall be the maintenance responsibility of the Association. Pursuant to City Ordinances and development approval for the Project, in the event the Association does not maintain Common Area and Facilities as approved by the City, the City may, but is not obligated to, perform any required maintenance and may thereafter recover all costs incident to performing the required maintenance from the Association and/or each of its members. Written notice to all Association members and to the City shall be provided no less than sixty (60) days prior to any proposed transfer of any Common Area or Facilities, or the assumption of maintenance obligation for Common Area or Facilities. No such transfer or assumption shall be effective unless and until approved by the City, which approval shall not be unreasonably withheld so long as it is consistent with the provisions of City Ordinances and applicable law.

28. The Maintenance Responsibility of the Owners. Each Owner shall maintain, replace, and keep his Lot, Private Yard Area and any property he privately owns in a state of good condition and repair.

29. Garbage Removal. Garbage service by the City will be limited to service from public streets only.

29.1 Owners shall place their garbage in suitable plastic bags, sacks or containers and deposit them immediately into the designated garbage containers.

29.2 Garbage containers shall be stored so as not to be visible from the street except on garbage pick-up day each week and then for a period of no longer than twenty-four (24) hours.

30. Standard of Care - Generally. The Property shall be maintained in a usable, clean, functional, safe, healthy, sanitary, attractive, and good condition, consistent with Community Standards. If a dispute arises between a Owner or resident and the Association as to the condition of a Lot, the decision of the Management Committee shall be final, binding and conclusive.

31. Changes to Areas of Personal or Common Responsibility. The Management Committee may unilaterally add items to or subtract items from the Areas of Personal or Common Responsibility upon at least thirty (30) days prior written notice to the Owners; provided, however, the Association may not change the responsibility for the maintenance of the Subsurface Drain System.

32. Developer's Rights to Change Design and Construction. The Developer may unilaterally make changes to the design and construction of the improvements located in or on the Property without the consent of the Management Committee or Owners.

33. Structural Alterations by Owner. No Owner or resident may at any time modify the drainage patterns or systems, landscaping, or make any structural alterations, modifications, changes or improvements to the non-Lot areas of the FLORENTINE TOWNS, if any, without the prior written consent of the Management Committee.

34. Common Expenses. Each Owner by virtue of his acceptance of a Deed or other document of conveyance to a Lot covenants to and shall pay his share of the Common Expenses, and Assessments, including Additional Charges, and Individual Charges to the Association in accordance with the Declaration

34.1 Developer. Anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments on any Lots owned by it until such time as: (1) the physical structures are substantially completed; (2) certificates of permanent occupancy are issued and the Lots are sold or rented; or (3) Developer elects in writing to pay the Assessments, whichever first occurs.

34.2 Purpose of Common Area Expenses. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of any real and personal property owned by the Association, and regulating the Community, all as may be more specifically authorized from time to time by the Management Committee.

34.3 Creation of Assessments. Since the Assessments shall pay for the common expenses of the Association, as shall be determined by the Management Committee from time to time, each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Assessments assessed by the Committee.

34.4 Budget. At least thirty (30) days prior to the annual meeting of the Association, the Management Committee shall prepare and deliver to the Owners a proposed Budget which:

34.4.1 Itemization. Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

34.4.2 Basis. Shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and regulation of the Association, which estimate shall include but is not limited to expenses of management, irrigation water, grounds maintenance, taxes and special assessments, premiums for all insurance which the Management Committee is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Management Committee employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added, this estimate may need to be adjusted periodically as each new Phase is completed.

34.5 Apportionment. The common profits, losses and voting rights of the Project shall be distributed among and the common expenses shall be charged equally to the Lot Owners.

34.6 Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a majority of the percentage of ownership interest in the Common Areas. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Management Committee fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget and new Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

34.7 Payment of Assessments. The Management Committee has the sole authority and discretion to determine how and when the annual Assessments are paid.

34.8 Additional Services. The Management Committee may but is not obligated to add to the Assessment of any particular Lot or Lot Owner additional charges for individual services offered or provided, not a Common Expense.

34.9 Personal Obligation of Owner. Owners are liable to pay all Assessments assessed and Additional Charges; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (a) the Owner of both the legal and equitable interest in any Lot; (b) the owner of record in the offices of the County Recorder of Davis County, Utah; and (c) both the Buyer and Seller under any executory sales contract or other similar instrument.

34.10 Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Management Committee may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days written notice of any changes.

34.11 Dates and Manner of Payments. The dates and manner of payment shall be determined by the Management Committee.

34.12 Reserve Account. The Management Committee shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses and capital improvements.

34.13 Analysis Report. The Management Committee shall prepare and update at least annually a written Capital Asset Replacement and Reserve Account Analysis, and make the report available to the Owners at the annual meeting of the Association.

34.14 Acceleration. Assessments shall be paid in the manner and on dates fixed by the Committee who may, at its option and in its sole discretion, elect to accelerate the entire annual Assessment for delinquent Owners. If, however, the Assessment is accelerated and an Owner subsequently files bankruptcy or the Management Committee otherwise decides acceleration is not in its best interest, the committee, at its option and in its sole discretion, may elect to decelerate the obligation.

34.15 Statement of Assessments Due. Upon written request, the Management Committee shall furnish to any Owner a statement of Assessments due, if any, on his Lot. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

34.16 Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner

may be entitled which insofar as it adversely affects the Association's lien for unpaid Assessments each Owner by accepting a deed or other document of conveyance to a Lot hereby waives.

34.17 Suspension of Right to Use Amenities for Non-Payment. At the discretion of the Management Committee, the right to use any amenities in the Project may be suspended if the Owner is in arrears on his obligation to pay Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

34.18 Suspension of Right to Vote for Non-Payment. At the discretion of the Committee, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of his Assessments, and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

34.19 Suspension of Right to Receive Utility Services. At the discretion of the Committee, the right of an Owner or Lot to receive utility services paid as a common expense may be suspended.

35. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy special assessments in any year, subject to the following:

35.1 Committee Based Assessment. So long as the special assessment does not exceed the sum of Five Hundred and 00/100th Dollars (\$500.00) per Lot in any one fiscal year (the "Special Assessment Limit"), the Committee may impose the special assessment without any additional approval.

35.2 Association Approval. Any special assessment which would exceed the Special Assessment Limit shall be effective only if approved in writing by a majority of the members of the Association present in person or by proxy at a meeting called for that purpose. The Management Committee in its sole discretion may allow any special assessment to be paid in installments.

36. Benefit Assessments. If an Owner has the choice to accept or reject the benefit, then the Management Committee shall have the power and authority to assess an Owner in a particular area as follows:

36.1 Benefit only To Specific Lot. If the expense benefits less than all of the Lots, then those Lots benefited may be specifically assessed, and the specific assessment shall be equitably apportioned among those Lots according to the benefit received.

36.2 Unequal or Disproportionate Benefit. If the expense benefits all Lots, but does not provide an equal benefit to all Lots, then all Lots shall be specifically assessed, but the specific assessment shall be equitably apportioned among all Lots according to the benefit received.

Failure of the Management Committee to exercise its authority under this Section shall not be grounds for any action against the Association or the Management Committee and shall not constitute a waiver of the Management Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Management Committee has not previously exercised its authority under this Section.

37. Collection of Assessments. The Owners must pay their Assessments in a timely manner. Payments are due in advance on the 1st day of the month. Payments are late if received after the 10th day of the month in which they were due.

37.1 Delinquent Assessments. Any Assessment not paid when due shall be considered delinquent and a lien securing the obligation shall automatically attach to the Lot, regardless of whether a written notice is recorded.

37.2 Late Fees and Default Interest. The Association may charge a reasonable late fee and default interest in amounts to be determined by the Management Committee.

37.3 Lien. If any Lot Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Manager, Management Committee or its designee, it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Lot in favor of any assessing Lot or special improvement district; and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

37.4 Foreclosure of Lien and/or Collection Action. If the Assessments remain unpaid, the Association may, as determined by the Committee, institute suit to collect the amounts due and/or to foreclose the lien.

37.5 Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

37.6 No Waiver. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Lot.

37.7 Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Committee to take some action or perform some function required to be taken or performed by the Association or committee under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any

municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

37.8 Application of Payments. All payments shall be applied as follows: Additional Charges, Delinquent Assessments and Current Assessments.

37.9 Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law, either a judicial or non-judicial foreclosure. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Committee may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

37.10 Appointment of Trustee. If the Committee elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

37.11 Appointment of Attorney in Fact to Collect Rents. Each Owner by virtue of his acceptance of a deed or other document of conveyance to a Lot hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Lot, if the Lot is rented and Owner is more than thirty (30) days delinquent in his Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

37.12 Lenders, Foreclosures and Unpaid Assessments. Anything to the contrary notwithstanding, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, although the first mortgagee will also be liable for any reasonable attorneys fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a Lot in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, late fees, default interest and collection costs, including reasonable attorneys fees, against the Lot for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

37.13 Assignment of Rents. If the Owner of a Lot who is leasing the Lot or Unit fails to pay any Assessment for a period of more than thirty (30) days after it is due and payable, the Management Committee may demand that the renter pay to the Association all future rent payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid; provided, however, the Manager or Management Committee must give the Owner written notice, in accordance with the Declaration, ByLaws or Rules, of its intent to demand full payment from the renter.

37.14 Termination of Utilities and Right to Use Amenities for Non-Payment of Assessments. If an Owner fails or refuses to pay any Assessment when due, the Management Committee may (a) terminate the Owner's right to receive utility services paid as a common expense; and/or (b) terminate the Owner's right of access to and use of any or all recreational facilities; provided, however, before terminating utility services or right of access and use of recreational facilities, the Manager or Management Committee shall give written notice to the Owner of its intent and an opportunity to be heard.

38. Liability of Management Committee. The Association shall indemnify every officer and member of the Management Committee against any and all expenses, including but not limited to attorneys fees reasonably incurred by or imposed upon any officer or member of the Management Committee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Management Committee) to which he may be a party by reason of being or having been an officer or member of the Management Committee. The officers and members of the Management Committee shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Management Committee shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Management Committee may also be Owners), and the Association shall indemnify and forever hold each such officer and member of the Management Committee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Management Committee, or former officer or member of the Management Committee, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers and directors insurance coverage to fund this obligation, if such insurance is reasonably available.

39. Insurance. The Board of Directors may adopt General Insurance House Rules, Policies and Procedures intended as a guide for owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners.

39.1 Insurance Obligation of the Association. The Association shall obtain the following insurance coverage (collectively, "Association Master Policy"):

39.1.1 Public Liability. Public liability coverage for the Common Areas and Facilities;

39.1.2 Common Area and Facilities. Property, fire and extended hazard coverage for all Common Areas, Elements and Facilities:

39.1.3 Buildings and Units. Property, fire and extended hazard coverage for all Buildings that contain more than one Unit, including any improvement which is a permanent part of a Building and is considered Common Area, Elements and Facilities;

39.1.4 D&O. Directors and officers coverage; and

39.1.5 Fidelity Bond. A fidelity bond.

The Association Master Policy **DOES NOT** cover the contents or the personal property in the Unit or belongings to the Unit Owner or renter (as defined below), or personal liability. Coverage C (as that term is defined by the standard homeowners insurance policy) – Personal Property is excluded from the Association Master Policy. The Association **IS NOT REQUIRED** to cover property, fire or hazard insurance on a Unit or loss of business, rents or rental income although it expressly reserves and is hereby granted the right to obtain such and other coverage for its benefit. Earthquake insurance is optional.

39.2 Minimum Amount of Insurance Coverage. The liability insurance purchased by the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate and optional umbrella liability coverage to be determined by the Board of Directors from time to time for bodily injury, death, and property damage. This amount may be increased or decreased unilaterally by the Board of Directors.

39.3 Name Association as “Loss Payee” or “Additional Insured.” Any insurance policy obtained independently by a Association, if any, shall name the Association as a certificate holder, additional insured and/or loss payee if applicable.

39.4 Premium a Common Expense. The premiums for insurance coverage and the fidelity bond are to be considered a Common Expense.

39.5 Insurance Obligation of Lot and/or Unit Owner. The foregoing obligation and right of the Association to purchase insurance coverage **DOES NOT** preclude the right or negate the obligation of each Owner to insure his own Lot and/or Unit for his benefit. **EACH LOT AND/OR UNIT OWNER SHALL OBTAIN AT LEAST THE FOLLOWING INSURANCE COVERAGE** (collectively, “Unit Owner Policy”):

39.5.1 Public Liability Insurance. **PUBLIC LIABILITY COVERAGE FOR HIS LOT AND/OR UNIT. THE LIMITS OF HIS PUBLIC LIABILITY INSURANCE POLICY SHALL BE IN AN AMOUNT NOT LESS THAN \$500,000.00 FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE.**

39.5.2 Coverage "A" Building (as that term is defined by the standard homeowners insurance policy) **A COVERAGE "A" BUILDING POLICY IN THE AMOUNT OF AT LEAST \$100,000.00;**

39.5.3 **EACH OWNER SHOULD PURCHASE INDIVIDUAL PROPERTY, FIRE AND EXTENDED COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT, WHICH SHOULD BE AN AMOUNT SUFFICIENT TO REPAIR ANY DAMAGE TO THE INTERIOR OF HIS UNIT, TO WIT:** For use herein the insurance required shall cover at least the interior Unit boundaries, to wit: The horizontal boundaries extend to the intersection with the vertical boundaries. Each Unit's lower boundary shall be a plane coinciding with the top of the concrete slab below the Unit's floor and each Unit's upper boundary shall be a plane coinciding with the top the Unit's ceiling. The vertical boundaries extend to the intersection with each other and with the horizontal boundaries. Each Unit's vertical boundaries shall be its perimetric walls. This includes by way of illustration but not limitation the sheetrock, drywall or plaster, windows and window frames; doors; stairwell; appliances; mechanical equipment and appurtenances located within any one Unit or located outside said Unit but designated and designed to serve only that Unit; plumbing-including all pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only that Unit including sewer; water main that enters the property and pipes within the home; electrical receptacles and outlets; air conditioning and compressors and other air cooling apparatus; boilers, water heaters and water softeners; cabinets; fixtures; lighting; sinks; tubs; counters; countertops and islands; hardware; all decorated (affixed) interiors and surfaces of interior structural walls, floor coverings, ceilings and trim, consisting of wallpaper, paint, wood floors, carpeting and tile; patio porch, or deck, along with any covering of said patio, porch or deck; interior of garage, storage and any other areas which shall pass with the title to the Lot and/or Unit with which is associated and any Private Yard Area and facilities that are reserved for the use of the individual Lot and/or Unit. **EACH OWNER IS ENCOURAGED TO SPEAK WITH HIS INDEPENDENT INSURANCE AGENT BEFORE DETERMINING THE AMOUNT OF HIS UNIT OWNER POLICY.**

39.6 Changes in Amounts of Required Insurance. The amounts of insurance required may be increased or decreased unilaterally by the Board of Directors.

39.7 Coverage C (as that term is defined by the standard homeowners insurance policy) – Personal Property/ Contents and Lost Rents. **EACH LOT AND/OR UNIT OWNER IS RESPONSIBLE TO PURCHASE COVERAGE C – PERSONAL PROPERTY INSURANCE COVERING THE CONTENTS OF HIS LOT AND/OR UNIT AND LOST BUSINESS, RENTS OR RENTAL INCOME.** For use herein the term "contents" shall mean and refer to in the broadest possible sense all furniture, furnishings, appliances, accessories, dining and cooking ware, televisions, stereo equipment, electronic equipment and systems, computers, art, table lamps, linens, blankets, quilts, rugs, lost business, rents, income and profits, personal items not specified in the original design and specifications, and all personal property, belongings and effects in the Lot and/or Unit, Building or Common Area and Facilities not covered by the Master Association Policy.

39.8 Premium Is An Individual Expense. The insurance premium on the Unit Owner Policy shall be an Individual Expense.

39.9 Maintenance of Coverage. The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

39.10 Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

39.11 Name Association as "Additional Insured." Each Unit Owner Policy shall name the Association as an "Additional Insured."

39.11.1 Certificate of Insurance. Each Owner shall provide the Association with a "Certificate of Insurance" upon request.

39.12 Owner's Default. If an Owner fails to obtain his Unit Owner Policy or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to purchase the required insurance and treat the cost as an Individual Expense. Anything to the contrary notwithstanding, if an Owner fails to obtain his required Unit Owner Policy, then he shall be personally responsible to pay any deductible on the Master Association Policy as well as any and all costs, up the minimum amount of coverage, incurred for repairs of or to the building as defined above.

39.13 Payment of Deductible. It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (1) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (2) from whose Lot and/or Unit the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. It is the intent of the Developer to obtain property, fire and extended hazard insurance with a \$10,000.00 deductible although this amount may change. This amount may be increased or decreased unilaterally by the Board of Directors upon a written recommendation for its insurance agent without amending the Declaration. Each Owner is encouraged to purchase insurance to cover the cost of the deductible.

39.14 Damages. Each Owner is responsible for the maintenance of his Lot and/or Unit, and appurtenant Private Yard Area, and for the repair of any damage he causes to another Unit or the Common Area and Facilities.

39.15 Validity of Document. If any term, part or provision of this document is ruled by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the document did not contain such term, part or provision.

39.16 Right to Adjust Claims. The Association has the right, power and authority to adjust claims.

39.17 Use of Insurance Proceeds and Repairs. Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

39.18 Quality of Insurance Company. The Association and Owners shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

39.19 Primary Coverage. It is the intent of the Developer that the Owner Coverage A Building provide **PRIMARY** coverage and that the Association Master Policy provide **SECONDARY** coverage.

40. Destruction, Condemnation, and Obsolescence. The following provisions shall apply with respect to the destruction, condemnation, or obsolescence of the FLORENTINE TOWNS.

40.1 Definitions. Each of the following terms shall have the meaning indicated:

40.1.1 "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of the estimated cost of restoration over the funds available is Twenty five percent (25%) percent or more of the estimated restored value of the Project.

40.1.2 "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

40.1.3 "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the estimated cost of restoration over the funds available is Twenty five (25%) percent or more of the estimated restored value of the Project.

40.1.4 "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

40.1.5 "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of the

estimated cost of restoration over the funds available is Twenty five percent (25%) percent or more of the estimated restored value of the Project.

40.1.6 "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

40.1.7 "Restored Value" shall mean the fair market value of the Project after Restoration as determined by an MAI or other qualified appraisal.

40.1.8 "Estimated Cost of Restoration" shall mean the estimated costs of restoring the Project to its former condition.

40.1.9 "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee or Association. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee for the condemnation or taking of the Lot in which they are interested.

40.2 Determination by Management Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Management Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Management Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Management Committee may retain and rely upon one or more qualified appraisers or other professionals.

40.3 Restoration of the Project. Restoration of the Project shall be undertaken by the Management Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent of the Project's undivided Ownership interest and is further consented to by Eligible Mortgagees holding Mortgages on Lots which have appurtenant at least fifty-one (51%) percent of the undivided ownership interest in the Common Area and Facilities which is then subject to Mortgages held by Eligible Mortgagees.

40.4 Notices of Destruction or Obsolescence. Within thirty (30) days after the Management Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the

applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration.

40.5 Excess Insurance. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Management Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Area and Facilities. Payment to any Owner whose Lot is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

40.6 Inadequate Insurance. If the cost of Restoration exceeds Available Funds, the Management Committee may elect to make a special assessment in accordance with Article III, Section 21 above to pay for the deficiency.

40.7 Reallocation in Event of Partial Restoration. In the event that all or any portion of one or more Lots will not be the subject of Restoration (even though the Project will continue as a planned residential development) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided Ownership interest in the Common Area and Facilities shall be immediately reallocated to the remaining Lots.

40.8 Sale of the Project. Unless Restoration is accomplished as set forth above, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, ownership under this Declaration and the Final Plat shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Management Committee to the Owners in proportion to their respective undivided interests in the Common Area and Facilities. Payment to any Owner whose Lot is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

40.9 Authority of Management Committee to Represent Owners in Condemnation or to Restore or Sell. The Management Committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Area and Facilities.

40.10 Settlement Proceeds. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear.

40.11 Restoration Power. The Management Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Lot therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided.

40.12 Right of Entry. Such authority shall include the right and power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

40.13 Termination of Legal Status. Any action to terminate the legal status of the Property after Substantial Destruction or Condemnation occurs shall be agreed to by Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association, by Eligible Mortgage holders who represent at least fifty-one (51%) percent of the votes of the Lots that are subject to mortgages held by eligible holders, sixty-seven (67%) of all of the Lot and Lot Owners in the Tract, and the Developer until the expiration of the Class B Member Control Period.

The termination of the legal status of the FLORENTINE TOWNS for reasons other than Substantial Destruction or Condemnation of the property shall be agreed to by Eligible Mortgage holders that represent at least sixty-seven (67%) percent of the votes of the mortgaged Lots. However, implied approval may be assumed when an Eligible Mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

41. Consent in Lieu of Vote or Vote Without a Meeting. In any case in which this Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Lots which collectively hold the required percentages, subject to the following conditions:

41.1 Sixty-Day Limit. All necessary consents must be obtained prior to the expiration of sixty (60) days from the time the first written consent is obtained; and

41.2 Change In Ownership. Any change in ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

41.3 Conflict. If the Association is incorporated and there is a conflict between the Consent in Lieu of Vote or Vote Without a Meeting requirements of the Utah Revised Non-profit Corporation Act, as amended, the latter shall in all respects govern and control.

42. Mortgagee Protection. The lien or claim against a Lot for unpaid Assessments levied pursuant to the Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due, subject to the following:

42.1 Effects of Voluntary and Involuntary Sale. The lien or claim against a Lot for such unpaid Assessments shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Lot or the exercise of a power of sale available shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for, nor such Lot the lien of any Assessments becoming due thereafter.

42.2 Books and Records Available for Inspection. The Management Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, Bylaws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Management Committee and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

42.3 Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

42.4 Eligible Mortgagee Designation. Upon written request to the Association or Management Committee by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Lot Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

42.4.1 Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

42.4.2 Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Lot subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.

42.4.3 Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

42.4.4 Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

43. Amendment.

43.1 General. Except as provided elsewhere in this Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such

Owners without a meeting. Any Amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the Association. In such instrument an officer or delegate of the Association shall certify that the vote required by this Section for amendment has occurred.

43.2 Initial Developer Right to Amend. The Developer alone may amend or terminate this Declaration prior to the closing of a sale of the first Lot.

43.3 Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Developer if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Lot unless any such Owner shall consent thereto in writing.

43.4 Developer's Right to Amend Unilaterally Prior to Termination of Developer's Right to Control. Prior to the expiration of the Class B Member Control Period, Developer may unilaterally amend this Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any property without the consent of the affected Owner.

43.5 To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Developer reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot, or any portion thereof. Any such amendment shall be effected by the recordation by Developer of an Amendment duly signed by the Developer, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Lots and all persons having an interest therein. It is the desire of Developer to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Developer, Developer shall have the unilateral right to amend this Declaration to restore such control.

43.6 Developer's Rights. No provision of this Declaration reserving or granting to Developer the Developmental Rights shall be amended without the prior express

written consent of Developer, which consent may be withheld, conditioned or delayed for any reason or for no reason at Developer's sole and exclusive discretion.

43.7 Consent of Eligible Mortgagee. The consent of Eligible Mortgagees holding at least sixty seven percent (67%) of the undivided ownership interest of the Owners in the Project in the Common Area and Facilities and shall be required to any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest of the Owners in the Project in the Common Area and Facilities shall be required to add to or amend any material provision of this Declaration or the Final Plat which establishes, provides for, governs, or regulates any of the following, which are considered as "material":

43.7.1 voting rights;

43.7.2 increases in assessments that raise the previously assessed amount by more than twenty-five (25%) percent, assessment liens, or the priority of assessments liens;

43.7.3 reduction in reserves for maintenance, repair, and replacement of the Common Area and Facilities;

43.7.4 responsibility for maintenance and repairs;

43.7.5 reallocation of interests in the Common Area and Facilities, or rights to their use;

43.7.6 redefinition of any Lot boundaries;

43.7.7 convertibility of Lots into Common Area and Facilities or vice versa;

43.7.8 expansion or contraction of the FLORENTINE TOWNS, or the addition, annexation, or withdrawal of property to or from the FLORENTINE TOWNS;

43.7.9 hazard or fidelity insurance requirements;

43.7.10 imposition of any restrictions on the leasing of Lots;

43.7.11 imposition of any restrictions on a Owner's right to sell or transfer his Lot;

43.7.12 a decision by the Association to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;

43.7.13 restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the documents;

43.7.14 any provisions that expressly benefit mortgage holders, insurers or guarantors; and

43.7.15 any provisions required by Utah State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA, any other federal, state or local governmental agency or a federally chartered lending institution, which in all respects shall govern and control.

43.8 Material Amendment. Any addition or amendment shall not be considered material for purposes of this Section if it is for the clarification only or to correct a clerical error.

43.9 Notice to Eligible Mortgagee. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Final Plat is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Management Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Final Plat or the termination of the legal status of the Project as a planned residential development if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

44. Developer's Sales Program. Anything to the contrary notwithstanding, for so long as Developer continues to own any of the Lots, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Developer from any obligations of an Owner to pay Assessments, except as herein otherwise provided, as to each Lot owned by Developer in accordance with the Declaration. Until the Developer has sold all of its Property in the Tract, neither the Owners, the Association nor the Committee shall interfere with the completion of improvements and sale of all remaining Lots, and Developer shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Lots owned by Developer:

44.1 Sales Office and Model Dwelling Units. Developer shall have the right to maintain one (1) or more sales offices and one (1) or more model Dwelling Unit at any one time. Such office and/or models may be one or more of the Lots owned by the Developer, one or more separate structures or facilities placed on the Property for the purpose of aiding Developer's sales effort, or any combination of the foregoing;

44.2 Promotional. Developer shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property.

44.3 Use of Common Area and Facilities. Developer shall have the right to use the Common Area and Facilities located in the FLORENTINE TOWNS.

44.4 Relocation and Removal. Developer shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Until 120 days after the date of closing of Developer's last Lot in the Project, Developer shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Developer's sales effort.

45. Limitation on Improvements by Association. Until 120 days after the date of the closing of the sale of Developer's last Lot or Dwelling Unit in the Tract, neither the Association nor the Committee shall, without the written consent of Developer, make any improvement to or alteration in any of the Common Area and Facilities created or constructed by Developer, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Area and Facilities as originally created or constructed by Developer.

46. Developer's Rights Assignable. All of the rights of Developer under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or Buildings in the Project title to which is vested in Developer shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Developer (in its capacity as Developer) herein.

47. Combination of Lots. An Owner of two or more adjoining Lots shall have the right upon approval of the Management Committee, City, and the mortgagees of said Lots, to combine one or more adjoining Lots or portions thereof and to alter or amend the declaration and Final Plat to reflect such combination.

47.1 Such amendments may be accomplished by the Owner recording an amendment or amendments to this declaration, together with an amended Final Plat or Final Plats containing the same information with respect to the altered Lots as required in the initial declaration and Final Plat with respect to the initial Lots. All costs and expenses required in such amendments shall be borne by the Owner desiring such combination.

47.2 All such amendments to the Declaration and FLORENTINE TOWNS Final Plat must be approved by City and attorneys employed by the Management Committee to ensure the continuing legality of the Declaration and the Final Plat. The cost of such review by the attorneys shall be borne by the person wishing to combine the Lots.

47.3 Any amendments of the Declaration or Final Plat pursuant to this Section shall reflect the changes occasioned by the alteration. Such changes shall include a change in the percentage of undivided interest in the Common Area and facilities which are appurtenant to the Lots involved in the alterations. The percentage of undivided interest in the Common Area and Facilities and facilities appurtenant to all other Lots shall not be changed. All such amendments must, in all instances, be consented to by the management committee and also all other persons

holding interest in the Lots affected. The consent of other Owners need not be obtained to make such amendments or alterations valid, providing the percentages of undivided interest in the Common Area and Facilities of the other Owners remain unchanged.

48. Alterations to the Common Area and Facilities. Anything to the contrary notwithstanding and until the termination of the Class B Member Control Period, the Developer may create and/or make changes to the Common Area and Facilities without the consent of either the Association or the Management Committee; provided, however, no Owner or resident may at any time modify the drainage patterns or systems, landscaping, or make any structural alterations, modifications, changes or improvements to the Common Area and Facilities including but not limited to the construction or installation of any additions, the extension or enclosure of any existing structures not shown on the approved plans and specifications, without the prior written consent of the Management Committee.

49. Transfer of Management. Anything to the contrary notwithstanding, Developer may at any time relinquish its reserved right (as a Class B Member) to select the Members of the Management Committee and may elect to transfer the management of the Project to a Management Committee elected by the Owners. Upon the termination of the Class B Member Control Period, Developer shall notify Owners in writing of the effective date of such transfer (the "Transfer Date") at least forty five (45) days prior thereto. Thereupon, the Owners shall call a meeting to elect the Members of the Management Committee to take office as of the Transfer Date; provided, however, Developer may appoint up to one member of the Management Committee until the year 2056. Developer covenants to cooperate with the Owners in effecting an orderly transition of management. Moreover, Developer shall cause all obligations for Common Expenses of the Association prior to the Transfer Date to be paid in full on or before such date, and shall transfer any Association funds to the newly elected Management Committee.

50. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

51. Severance. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. If any covenant, condition, restriction, part, term or provision of this Declaration is deemed to be inconsistent, incongruent or in conflict with (the "Inconsistent Provision") any condominium approval guidelines of the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, 36.4357(b)(4) for the financing, insuring or the guaranty of the Property, or any part thereof (the "Required Provision"), then (a) the rights and obligations of the parties shall be construed and enforced as if the Declaration did not

contain such Inconsistent Provision, and (b) the Required Provision shall be and is hereby incorporated herein by this reference, anything to the contrary notwithstanding.

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

53. Enforcement and Right to Recover Attorneys Fees.

53.1 General Remedies. Should the Association, Management Committee or an aggrieved Owner be required to take action to enforce the Project Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fees, which may arise or accrue.

53.2 Additional Remedies. In addition, the Management Committee may impose the following sanctions after proper notice and the opportunity to be heard:

53.2.1 imposing Individual Charges and fines, which may be secured by a lien against the Owner's interest in the Property;

53.2.2 suspending an Owner's right to vote;

53.2.3 suspending any Person's right to use any of the Swim and Tennis Club and other recreational amenities located in the Common Area and Facilities; provided, however, nothing herein contained shall authorize the Management Committee to limit ingress or egress to or from a Lot or Dwelling Unit;

53.2.4 exercising self-help or taking action to abate any violation of the FLORENTINE TOWNS Documents in a non-emergency situation;

53.2.5 exercising self-help in any emergency situation (specifically including but not limited to the towing of vehicles that are in violation of the parking rules);

53.2.6 requiring an Owner at his sole expense to remove any structure or improvement in the Common Area and Facilities, and upon the failure of the Owner to do so, the Management Committee or its designee shall have the right to enter

the property and remove the violation and restore the property to its original condition, and such action shall not be deemed a trespass;

53.2.7 without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Project Documents; and

53.2.8 levying Individual Charges to cover costs and expenses incurred by the Association to bring an Owner into compliance.

53.3 Fines. Each Owner and resident is responsible for adhering to the Project Documents governing the Project. A breach of these restrictive covenants and rules is subject to enforcement pursuant to the Declaration which may include the imposition of a fine. Each Owner is also accountable and responsible for the behavior of his Permittees. Fines levied against Permittees are jointly and severally the responsibility of the Owner and Permittee.

54. Agreement to Share Costs. The Developer or the Association may enter into a contract or agreement, which includes a Covenant to Share Costs, for the use of facilities or the procurement of services for the benefit of the Association, and the present and future Owners which obligates the Association and such Owners to share the costs of maintaining and/or operating the same.

55. Party Walls.

55.1 Each wall which is built as a part of the original construction of the Units upon the properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

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

55.3 If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

55.4 Notwithstanding any other provision of this Article, an Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

55.5 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

56. Additions To Property.

56.1 Option to Expand. Developer hereby reserves the option to expand the Property to include additional Lots in the Property. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire ten (10) years from the date this Declaration is recorded, unless sooner terminated by Developer's recordation of a written Waiver of such option, there being no other circumstances which will cause the option to expire prior to said ten (10) years. Such right may be exercised without first obtaining the consent or vote of Owners and shall be limited only as herein specifically provided. Such Lots shall be constructed on any or all portions of the Additional Land.

56.2 Supplemental Declaration. Such expansion may be accomplished by the filing for record by Developer in the Office of the County Recorder, no later than ten (10) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Lots, together with supplemental Plat Map or Maps containing the same information with respect to the new Lots as was required on the Final Plat with respect to the Phase I Lots. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

56.3 Effect of Expansion. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Property as so expanded and the term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to the Property by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Lots after such expansion shall be effective to transfer rights in the Property, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the Office of the County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Lots in the Property as it existed before such expansion the respective ownership interests in the Association as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Lot in the Property as it existed, a corresponding ownership interest in the Association as a result of such expansion.

56.4 New Lots Subject to Declaration. The new Lots shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Lots therein shall be subject to ownership with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Map and Supplemental Declaration in the said Office of the County Recorder.

56.5 Power to Appoint. Each deed of a Lot shall be deemed to irrevocably reserve to the Developer the power to appoint to Owners, from time to time, a corresponding ownership interest in the Association. The ownership interest of each Owner in the Association after any expansion of the Property shall be an ownership interest in the Association as the Property has been expanded. A power coupled with an interest is hereby granted to the Developer, its successors and assigns, as attorney in fact to shift ownership interests in the Association in accordance with Supplemental Declarations recorded pursuant hereto and each deed of a Lot in the Property shall be deemed a grant of such power to the Developer. Various provisions of this Declaration and deeds and mortgages of the Lots may contain clauses designed to accomplish a shifting of the ownership interest in the Association. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the ownership interest in the Association can be accomplished. Notwithstanding anything to the contrary herein, no change in the ownership interest in the Association may be effected more than seven (7) years after the date the Declaration is recorded without the express prior written consent of at least two-thirds of the Owners in a instrument duly recorded.

56.6. Percentages of Ownership. Upon the recordation of a Supplemental Declaration and Supplemental Plat Map incident to any expansion, the revised schedule of ownership interests in the Association shall automatically become effective for all purposes and shall fully supersede any previous schedule associated with any prior phase.

56.7 Schedule. If the Property is expanded, then it is further provided that:

56.7.1 All or any part of the Additional Land may be added to the Property without any limitations whatsoever save and except that all additional Lots created must be restricted to multi-family residential housing limited to one family per Lot.

56.7.2 Portions of the Additional Land may be added to the Property at different times without any limitations.

56.7.3 Developer shall have the right without further conveyance or documentation to build roads and access ways to the Additional Land through the easement areas as shown on the Final Plat. The Association shall not allow anything to be built upon or interfere with said easement areas.

56.7.4 No assurances are made concerning:

56.7.4.1 The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Property.

56.7.4.2 Type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the common facilities, Buildings and Lots will be comparable to the Phase I facilities on a per Lot basis and will be of a similar quality of materials and construction to Phase I and will be substantially completed prior to annexation.

56.7.4.3 Whether any Lots created on any portion of the Additional Land will be substantially identical to those within the initial Property except that Lots will be constructed of an equal or better quality of materials and construction than the Lots in Phase I.

56.7.4.4 Type, size, or maximum number of Limited Common Areas which may be created within any portion of the Additional Land added to the Property.

56.8 Assurances. Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Developer any obligation respecting, or to restrict Developer in any way with regard to: (a) the submission of any portion of the Additional Land to the provisions of the Act as Land under this Declaration; (b) the creation, construction, or addition to the Property of any Additional Land; (c) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (d) the taking of any particular action with respect to the Additional Land or the Property.

57. Security. Neither the Developer nor the Association, Management Committee or Manager shall in any way be considered insurers or guarantors of security within the Project. Neither the Developer nor the Association, Management Committee or Manager shall be held liable for any loss or damage, including malfunction, by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Permittees acknowledge that neither the Developer nor the Association, Management Committee nor Manager, or their employees, agents or representatives represent or warrant that any fire protection system or burglar alarm system designated by or installed in the Project may not be compromised or circumvented, that any fire protection or burglar alarm systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise nor that the gate, fire protection or burglar alarm systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner for himself and his Permittees acknowledges and understands that the Developer, Association, Management Committee and Manager, and their employees, agents or representatives are not insurers and that each Owner and his Permittees expressly, by accepting a deed or other document of conveyance or taking possession of a Lot or Unit, or entering the Project, assume all risks for loss or damage to persons or property within the Project, including negligence, and further acknowledges that Developer, Association, Management Committee and Manager, and their employees, agents or representatives have made no representations or warranties, nor has any Owner or his Permittees relied upon any representations or warranties, expressed or implied,

EXHIBIT "A"
LEGAL DESCRIPTION
FLORENTINE TOWNS

The land referred to in the foregoing document as Phase 1 of FLORENTINE TOWNS is located in Davis County, Utah and more particularly described as follows:

All that land in the State of Utah, County of Davis, City of Centerville, being part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, also being part of Lot 4 and Lot 3, of Block 21, BIG CREEK PLAT, CENTERVILLE TOWNSITE, more particularly described as follows:

Beginning at a point N00°05'53"W 1269.18 feet along the Section Line and West 7.07 feet from the South Quarter Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence S00°09'00"E 306.80 feet to the extension of the Northerly Boundary Line of Florentine Villas Subdivision; thence S89°52'36"W 427.51 feet along the said extension and Northerly Boundary Line to the Northwest Corner of Lot 44 of said Florentine Villas Subdivision; thence S00°09'00"E 136.63 feet to the Northeast Corner of Lot 35 of said Florentine Villas Subdivision; thence S89°52'36"W 442.75 feet along the Northerly Boundary Line of said Florentine Villas Subdivision and the Northerly Boundary Line of Second Amendment of Lot "A" of Florentine Villas Subdivision to the Easterly Right-of-Way Line of 400 West; thence N00°04'53"W 443.43 feet along said Easterly Right-of-Way Line to the Southerly Boundary Line of the Centerville Wal-mart; thence, along said Southerly Boundary Line, N89°52'36"E 869.73 feet to the point of beginning.

Contains 7.515 acres

EXHIBIT "B"
BYLAWS
OF
FLORENTINE TOWNS ASSOCIATION

ARTICLE I
NAME AND LOCATION

Section 1 .01 Name and Location. The name of the association is the FLORENTINE TOWNS Association (the "Association"). The principal office of the corporation shall be located at 978 East Woodoak Lane, Salt Lake City, UT 84117, but meetings of Members and Management Committee may be held at such places within the State of Utah, as may be designated by Management Committee.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION

Section 3.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Members of the Association may be called at any time by the President or by a majority of the Members of the Management Committee.

Section 3.03 Notice of Meetings. Written notice of each meeting of the Association shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. A majority of the Owners present shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws.

Section 3.05 Proxies. At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall expire, if not previously revoked, eleven (11) months after the date it is given by the Owner.

**ARTICLE IV
MANAGEMENT COMMITTEE AND TERM OF OFFICE**

Section 4.01 Number. The affairs of the Association shall be managed by a Management Committee comprised of at least three (3) and no more than nine (9) natural persons, and initially comprised of three (3) individuals. Each Member must be duly qualified and appointed or elected.

Section 4.02 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete his term of office.

Section 4.03 Term of Office. Each Member on the Management Committee shall serve a term of at least one (1) year.

Section 4.04 Compensation. No Member shall receive compensation for any service he may render to the Association as a member of the Management Committee, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

Section 4.05 Meetings. The Management Committee shall meet as often as it deems reasonably necessary but not less quarterly at a convenient time and place.

Section 4.06 Action Taken Without a Meeting. The Management Committee shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Members. Any action so approved shall have the same effect as though taken at a meeting of the Management Committee.

Section 4.07 Voting. Each Member shall have one vote.

Section 4.08 Managing Member. Anything to the contrary notwithstanding, during the Class B Member Control Period, the Management Committee hereby assigns and delegates all of its rights, power and authority, as set forth in the Project Documents, to a Managing Member selected or to be selected by the Developer, who shall manage the Common Areas and Facilities and administer the Project Documents for and in behalf of the Neighborhood. The Developer hereby designates Christopher P. Gamvroulas as the initial Managing Member of the Association.

**ARTICLE V
POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE**

Section 5.01 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing, the Association may act through its Management Committee and shall specifically have the powers and duties set out in this Article V, including

Section 5.01.1 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such assessments in accordance with the Declaration.

Section 5.01.2 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

- a. Maintain and repair in an attractive, safe and functional condition the Common Areas and Facilities;
- b. Pay all taxes and assessments levied upon the Common Areas and Facilities and all taxes and assessments payable by the Association;
- c. Obtain any water, sewer, gas and electric services needed for the Common Areas and Facilities;
- d. Do each and every other thing reasonable and necessary to operate the Common Areas and Facilities and the Association; and
- e. During the Class B Member Control Period, the Management Committee may appoint a Managing Member to make all decisions for the Association, and delegate all rights, powers and authority to him. The decisions of the Managing Member shall be final, binding and conclusive.

**ARTICLE VI
OFFICERS AND THEIR DUTIES**

Section 6.01 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Management Committee may from time to time by resolution create. The same individual may not hold the office of

president and secretary at the same time. The officers need not be Members of the Management Committee.

Section 6.02 Election of Officers. The Management Committee shall elect or appoint officers at the first meeting of the Management Committee during each calendar year.

Section 6.03 Term. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6.04 Special Appointments. The Management Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine.

Section 6.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Management Committee. Any officer may resign at any time by giving written notice to the Management Committee, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.06 Vacancies. A vacancy in any office may be filled by appointment by the management Committee. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.07 President. The president shall (a) preside at all meetings of the Management Committee, (b) see that orders and resolutions of the Management Committee are carried out and (c) sign all contracts.

Section 6.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all meeting end proceedings of the Management Committee and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Management Committee and of the Association, (d) keep appropriate current record. showing the Members of the Association together with their addresses and (e) perform such other duties as may required by the Management Committee.

ARTICLE VII ARCHITECTURAL REVIEW AND OTHER COMMITTEES

Section 7.01 Architectural Review Committees. The Architectural Review Committee shall consist of at least three (3) and no more than nine (9) members. The members of the Architectural Review Committee shall be appointed by the Developer during the Class B Member Control Period. The initial members of the Architectural Review Committee, who shall serve until their successors are appointed, are Christopher P. Gamvroulas, Tyler Meyers and Gonzalo Stephens. During the Class B Member Control

Period, the Architectural Review Committee assigns and delegates all of its rights, power and authority to a Managing Member selected by the Developer, who shall manage the Architectural Review Committee and administer the Project Documents. The initial Managing Member of the Association shall be Christopher P. Gamvroulas.

Section 7.02 Other Committees. The Management Committee may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII BOOKS AND RECORDS

Section 8.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Tract, and the administration of the Tract, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Management Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 8.02 Signatures. All checks, drafts, contracts, and legally binding agreements must be signed by at least two (2) persons, one of whom must be the president or secretary, and the other the professional property manager.

Section 8.03 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a member of the Management Committee or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered designee by the bookkeeper or accountant to each Member and Association or their designee. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

Section 8.04 Audit. Either a (a) majority vote of the Members of the Management Committee or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Association.

ARTICLE IX AMENDMENTS

Section 9.01 Amendment to Bylaws. These Bylaws may only be amended (a) unilaterally by the Developer until the expiration of the Class B Member Control Period or (b) the affirmative vote of a majority of the Owners.

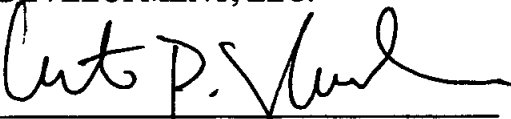
Section 9.02 Conflict Between Articles, Bylaws and Declaration. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall in all respects govern and control.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Miscellaneous. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Developer has hereunto set his hand this 10 day of October, 2007.

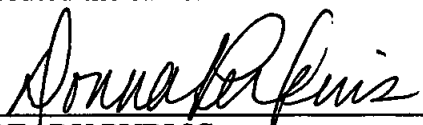
DEVELOPER:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: Managing Member

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day October, 2007 by Christopher P. Gamvroulas, the Managing Member of IVORY DEVELOPMENT, LLC., a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC. executed the same.


NOTARY PUBLIC
Residing at: Salt Lake
My Commission Expires: 5/30/2010

