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AMENDED AND RESTATED
DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WATERLEFE, P.R.D.

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This Declaration is made on the date executed below by the Association after being approved by at least 60% of the total outstanding votes.

RECITALS

A. Waterlefe is a planned residential development located in Orem City, Utah County, Utah;

B. Waterlefe Phase 1 Amended is subject to a declaration of protective easements, covenants, conditions, and restrictions recorded as Entry No. 64583:2005 in the Utah County Recorder’s Office (“Original Declaration”);

C. The Bylaws were incorporated into the Original Declaration;

D. This Declaration replaces the Original Declaration and Bylaws and all their amendments, annexations, and supplements in their entirety;

E. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

F. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit “A” and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall

also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;

G. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.

H. Under the Original Declaration Article XIV, Section 14.02, the President and Secretary certify that more than 60% of the total outstanding votes in the Association approved this Declaration and Bylaws;

I. Declarant, Waterlefe, L.L.C., has been dissolved and is no longer in business. Declarant owns no Lots within the Project and Class B voting rights have terminated.

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

1 DEFINITIONS

Capitalized terms used in the Project Documents (including recitals) have the following meanings:

1.1 Articles

Articles mean the Articles of Incorporation for Waterlefe Owners Association, as amended from time to time.

1.2 Association

Association means Waterlefe Owners Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval. Any actions taken during any period of un-incorporation shall be binding.

1.3 Board

Board means the Board of Directors. The Board governs the property, business, and affairs of the Association.

1.4 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "B."

1.5 Common Areas

Common Areas mean private, undedicated roads; driveways; parking spaces; open spaces; landscaping; and areas located outside of a building labeled as common area on the Map.

1.6 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of a quorum of Owners; expenses authorized by the Governing Documents or the Community Association Act as common expenses; any other expenses necessary for the common benefit of the Owners.

1.7 Community Association Act

Community Association Act shall mean Utah Code §§ 57-8a-1 *et seq.*, as amended or replaced from time to time.

1.8 Declaration

Declaration means this document, as amended, annexed, supplemented, or restated from time to time.

1.9 Director

Director means a member of the Board.

1.10 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and rules and regulations.

1.11 Limited Common Area

Limited Common Area means Common Area designated for exclusive use by the Owner of a particular Lot. Limited Common Area may be designated as such on the Map or in this Declaration. Limited Common Areas include parking spaces reserved for specific Lots on the Map.

1.12 Lot

Lot means a separately numbered parcel of property as shown on the Map. Lots shall include the dwelling, and all utility lines, and other installations exclusively serving the Lot whether under or over the Common Areas or not.

1.13 Map

Map means the plat maps for Waterlefe Phase 1 Amended on file as Entry No. 52887:2007 with the Utah County Recorder, and any amendments or supplements thereto.

1.14 Member

Member means an Owner.

1.15 Nonprofit Act

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

1.16 Owner

Owner means the owner of the fee in a Lot. If a Lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.17 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.18 Project

Project means Waterlefe Phase 1 Amended Planned Residential Development as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

1.19 Resident

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

2 SUBMISSION

The Project and the Governing Documents are submitted to provisions of the Community Association Act.

3 EASEMENTS**3.1 Easement for Encroachment**

If any part of the Common Areas encroaches on a Lot, an easement for the encroachment and for maintenance shall exist. If any part of a Lot encroaches upon the Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or Lots. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

3.2 Right of Ingress, Egress, and Enjoyment

Each Resident, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to his Lot. Subject to the rules and regulations, each Resident has a right to enjoyment of the Common Areas. The rights described in this Section are appurtenant to and pass with title to the Lot.

3.3 Association Easement

The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas to perform their duties as assigned by the Governing Documents.

3.4 Easement for Utility Services

The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

4 MAINTENANCE**4.1 Common Areas**

The Association shall maintain the Common Areas and Limited Common Areas. The Association shall have the discretion to determine when and to what extent maintenance, repairs, and replacement is needed for the Common Areas.

4.2 Lots

Except as otherwise assigned to the Association, Owners shall maintain, repair, and replace their Lot at their cost. An Owner's maintenance responsibility extends to all components of their Lot as defined in the Declaration, on the Map, and in the Community Association Act. Lots shall be maintained so as not to detract from the appearance of the Project and to maintain the value of any other Lot. Lots shall be maintained to protect and preserve the health, safety, and welfare of

the other Lots and Common Areas.

The Association shall be responsible to maintain the exterior surfaces of a dwelling on the Lot, and any fencing. The Association's maintenance responsibility does not include exterior: lighting or electrical fixtures; doors; door casings; door hardware; windows; window casing; window hardware; or waterproofing components of door and windows. Prior to performing any maintenance, repair, or replacement to any exterior item, an Owner must first obtain approval of the color and design from the Association.

4.3 Party Walls

Each wall built as part of the original construction of the Lots and used as the dividing line between Lots is a party wall. Nothing in this section shall alter or limit the general rules of law regarding party walls and liability for damage due to negligence, or willful acts or omissions apply. The cost of reasonable repair and maintenance of party wall shall be shared by the Owners who use the party wall in proportion to their use. If a party wall is destroyed or damaged by fire or other casualty, and is not a covered loss under insurance, either Owner may restore the wall and the other Owner shall contribute to the cost of restoration in proportion to their use. The right of an Owner to contribution from any other Owner for party wall costs shall be appurtenant to and run with the land and shall pass to an Owner's successor in title.

5 MEMBERSHIP AND ASSOCIATION

5.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

5.2 Voting Rights

Each Lot shall have one vote. Voting is governed by the Bylaws.

5.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

5.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

6 USE RESTRICTIONS

6.1 Use of Lots

Lots may be used for single family residential use only. Home businesses are allowed as long as they are licensed and comply with local zoning code.

6.2 No Obstruction of Common Areas

Owners and Residents shall not obstruct Common Area. Owners and Residents shall not use Common Areas for their private use, unless approved by the Board. Owners and Residents shall not store anything in the Common Areas, except for parking in designated parking areas.

Owners and Residents shall not alter Common Areas. Owners and Residents may not damage or commit waste to the Common Areas.

6.3 Cancellation of Insurance/Nuisance

Except for remodeling and improving the interior of a dwelling, Owners and Residents shall not do or keep anything in a Lot, which would result in an increase of the insurance premium. Owners and Residents shall not do or keep anything in a Lot that would result in cancellation of insurance. Owners and Residents shall not do or keep anything in a Lot which would violate a law. No noxious, destructive, or offensive activity shall be done in a Lot. No activity shall be done which creates a nuisance.

6.4 Rules and Regulations

Owners and Residents shall obey the rules created by the Board.

6.5 Signs

Owners and Residents shall not post signs in the Common Area. Holiday signs, for rent signs, and for sale signs may be posted in the Lot's window.

6.6 Vehicles

Except to load and unload no trucks larger than 1-ton, trailer, recreational vehicles (for example, campers, boats, motor homes, off-road vehicles, etc.), commercial vehicles, and similar equipment shall be parked in the Project.

Except for emergency repairs to enable movement to a repair facility, Owners and Residents shall not repair or restore vehicles in the Common Area.

Vehicles parked in unauthorized areas, or in violation of parking rules, may, at the owner's expense, be towed away. The Board shall be required to follow all laws regarding towing enforcement prior to towing a vehicle.

6.7 Aerials, Antennas, and Satellite Dishes

Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Lot. The Association may create policies to create a hierarchy of preferred installation locations and to protect elements of the dwelling for which the Association is responsible for maintenance.

6.8 Timeshares

Timeshares and time-sharing of Lots is prohibited. Under no circumstances shall any Lot be owned or used as a "time period unit" as defined by Utah Code § 57-8-3(26), as amended from time to time.

6.9 Swamp Coolers

Swamp coolers visible from outside the Lot are prohibited.

6.10 Wood burning fireplaces/Open Fires

Wood and coal burning fireplaces, stoves, or similar devices are prohibited, unless they are EPA approved. Natural gas fireplaces are permitted. Open fires are prohibited on the Lots and Common Areas. Open fires do not include barbecues.

6.11 Firearms and Projectile Weapons

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited

7 DESIGN REVIEW

7.1 Design Review Committee

Unless the Board appoints a three member committee, the Board shall serve as the Design Review Committee. The Design Review Committee shall insure that all improvements and landscaping within the Project comply with the requirement of this Declaration and harmonize with the surrounding structures.

7.2 Submission to Committee

No building, accessory, addition, maintenance or repair to the exterior of a building, or other improvement shall be constructed, maintained, or altered unless complete plans and specifications have first been submitted and approved by the Design Review Committee.

7.3 Standard

The Design Review Committee may create architectural standards by rule. In creating standards, the Design Review Committee shall use its best judgment to ensure that all improvements, construction, color schemes, and building materials harmonize with existing surroundings and structures.

7.4 Approval Procedure

Any plans submitted to the Design Review Committee shall be approved or disapproved in writing within 30 days after submission. Design Review Committee failure to act and communicate the decision in 30 days results in rejection of the proposed plans.

7.5 Construction

Once started, construction shall be diligently pursued to completion. If reasonably necessary, the Owner, his agents, or contractors may temporarily use the Common Areas in the vicinity of the construction for access or placement of equipment and tools. However, any Common Areas used during construction shall be immediately restored to their prior condition when the use has terminated.

7.6 No Liability for Damages

The Design Review Committee shall not be liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to a request for approval.

8 ENFORCEMENT

8.1 Compliance

Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in this Declaration.

8.2 Remedies

The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised

concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents:

8.2.1 After 15 days notice, to enter a Lot and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance;

8.2.2 To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Community Association Act

8.2.3 To suspend the voting right of the Owner; and

8.2.4 To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners.

8.3 Action by Owner

An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

8.4 Hearings

The board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

9 ASSESSMENTS

9.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Lot, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. If title passes through foreclosure sale, the successor in title shall only be liable for six months unpaid assessments, late fees, interest, and collection costs, including attorney's fees. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

9.2 Annual Budget

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

9.3 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and

replacement items. The Board shall use reasonable efforts, subject to the Owners rights under the Community Associations Act, to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

9.4 Regular Assessment

The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

9.5 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas, Limited Common Area, or exteriors of Lots. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

9.6 Supplemental Assessment

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

9.7 Individual Assessment

Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual assessments include, without limitation:

9.7.1 Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

9.7.2 Fines, late fees, interest, collection costs (including attorney's fees);

9.7.3 Services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas;

9.7.4 Reinvestment or transfer fees; and

9.7.5 Any charge described as an individual assessment by the Governing Documents;

9.8 Apportionment of Assessments

Regular, special, and supplemental assessments will be apportioned equally among the Lots. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

9.9 Nonpayment of Assessment

Assessments not paid within 30 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be charged once per missed payment.

9.10 Application of Payments

Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

9.11 Acceleration

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

9.12 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

9.13 Lien for Assessment

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

9.14 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

9.15 Appointment of Trustee

The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Samuel E. Bell, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

9.16 Subordination of Lien

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay 6 months of assessments, late fees, and penalties.

10 INSURANCE

10.1 Types of Insurance Maintained by the Association

10.1.1 Property and liability insurance as required by Community Association Act Sections 401 through 407;

10.1.2 Directors and officers for at least \$1,000,000.00; and

10.1.3 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

10.2 Insurance Company

The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

10.3 Premium as Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

10.4 Insurance by Owner

Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's policies' deductible.

10.5 Payment of Deductible

The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Community Association Act Section 405(7)-(8).

10.6 Right to Adjust Claims

The Association has the right and authority to adjust claims.

10.7 Damage to the Project/Insurance Proceeds

If the Project is damaged or destroyed, the Association shall follow Community Association Act Section 407 to determine whether to rebuild and how to use insurance proceeds.

11 MISCELLANEOUS

11.1 Amendment of Declaration

A minimum of 60% of all Owners must approve any amendment to the Declaration. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify the Project from financing eligibility.

11.2 Termination of Declaration

A minimum of 75% of all Owners must approve a termination of the Declaration.

11.3 Votes without a Meeting

The Association may collect votes without a meeting as outlined in the Bylaws.

11.4 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

11.5 Taxes on Lots

Each Owner will pay all taxes which may be assessed against him or his Lot.

11.6 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Resident agrees to be bound by the Governing Documents.

11.7 Severability

If any provision of the Declaration is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

11.8 Waiver

No provision of the Declaration shall be waived or abrogated by reason of a failure to enforce it.

11.9 Gender

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

11.10 Headings

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

11.11 Conflicts

If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

11.12 Effective Date

The Declaration and any amendments take effect upon recording in the Utah County Recorder's Office.


IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by

its duly authorized president and secretary.

DATED: 4/10/12.

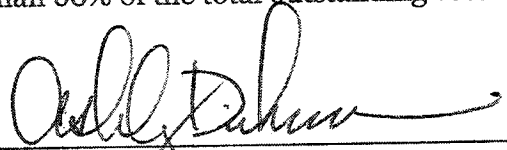
Waterlefe Owners Association


By: TREVOR L. DICKERSON
Its: President


By: LANDON CONOVER
Its: Secretary

STATE OF UTAH)
 :SS.
County of Utah)

On this 10th day of April, 2012, personally appeared before me Trevor Dickerson and Landon Conover who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration and did certify that this Declaration was approved by more than 60% of the total outstanding votes of the Association.


NOTARY PUBLIC

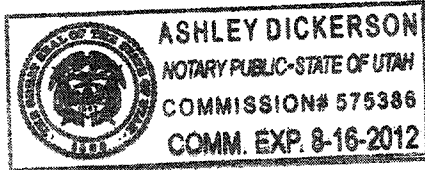


Exhibit A

Legal Description

Lots 1 through 52 and Common Areas contained within Waterlefe, Phase 1 Amended Subdivision, as show on the official plat thereof on record in the Utah County Recorder's Office, Utah.

Parcel Nos. 55:690:0001 and all others within Waterlefe Phase 1 Amended Subdivision.

Exhibit B

Bylaws of Waterlefe Owners Association

1 BYLAW APPLICABILITY/DEFINITIONS

1.1 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

1.2 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Lot constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

2 ASSOCIATION

2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, the Board, on behalf of the Owners, shall administer the Association's affairs.

2.2 Annual Meeting

Annual meetings shall be held once a year. The Board shall determine the date, time, and place of the annual meeting. The Association shall send notice of annual meetings at least 20 days in advance of the meeting. At the annual meeting the Association shall conduct the following business in any order the Board sees fit:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of directors;
- 2.2.6 Review of reserve analysis, vote on funding reserves;
- 2.2.7 Unfinished business from preceding annual meeting; and
- 2.2.8 New business.

2.3 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 30 days of request. The

notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Utah County.

2.5 Conduct of Meeting

The President shall preside over all meeting of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

2.6 Quorum

A quorum shall be the Owners present in person or by proxy at a meeting.

2.7 Voting

Each Lot shall have one vote. If a Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners. If a Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all a Lot's Owners when a vote is cast by a Lot with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing

An Owner shall be in good standing if he has paid assessments levied against his Lot, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxies name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of 11 months.

2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of directors, may be taken by written

consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

2.12 Record Date

The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

3 BOARD OF DIRECTORS

3.1 Number and Qualification of Directors

There shall be three Directors. Directors must be Owners in good standing.

3.2 Selection and Term of Directors

Unless appointed by the Board under this Article, Directors shall be elected by the Owners. Cumulative voting shall not be permitted. The candidates with the most votes shall be elected.

Directors shall serve staggered terms of three years. Directors shall hold office until their successor is elected. If the Directors' terms become non-staggered (*i.e.*, after removal of the entire Board), the initial term of each member (1, 2, or 3 years) shall be decided by vote of the newly elected Directors at their organization meeting. There is no limit on the number of terms a Director may serve.

3.3 Vacancies

Director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors

A Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

Any Director who allows his assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

3.5 Organization Meeting

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted within seven days of the annual meeting.

3.6 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least five days prior to the meeting.

3.7 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

3.8 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

3.9 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if directors leave. Directors may attend a meeting telephonically.

3.10 Waiver of Meeting Notice

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.11 Action without Meeting

Any action by the Board may be taken without a meeting if all the Directors submit a written vote either for, against, or abstaining from the action. Written votes may be given in person, by mail, or electronically. The Association shall file the written votes with its record of minutes.

3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Community Association Act, the Board shall have the following authority:

- 3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas and exterior of dwellings;
- 3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas, exterior of dwellings, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;
- 3.12.6 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- 3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Association;
- 3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.9 Pay costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.10 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;
- 3.12.11 Grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.12 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;
- 3.12.13 Create committees;
- 3.12.14 Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;
- 3.12.15 Any act allowed or required to be done in the name of the Association.

3.13 Manager

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

3.14 Compensation

Directors shall not be compensated for their work. However, Directors may seek

reimbursement for actual costs and mileage incurred during their service.

3.15 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

4 OFFICERS

4.1 Election and Term of Officers

The Board shall elect the officers of the Association. Officers shall be elected from the Directors. Officers shall serve one-year terms and shall serve until their successor is elected.

4.2 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

4.3 Offices

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers, who need not be Directors, as it may deem necessary. Except for the president, the same person may hold two offices.

4.3.1 President

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

4.3.2 Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

4.3.4 Treasurer

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Owners' meeting.

4.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are

being properly discharged.

4.5 Compensation

Officers shall not be compensated for their work. However, officers may seek reimbursement for actual costs and mileage incurred during their service.

5 NOTICE

5.1 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Owners may be delivered using the following methods:

5.1.1.1 By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Lot or to any other address designated by the Owner in writing to the Association;

5.1.1.2 By hand to the address of the Lot or to any other address designated by the Owner in writing to the Association; or

5.1.1.3 By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

5.1.2.1 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Associations official electronic contact as designated in writing to the Owners.

5.1.2.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

5.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

6 FINANCES

6.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

6.2 Checks, Agreements, Contracts

All checks, contracts, deeds, leases, and other instruments used for expenditures or obligations may be executed by any person authorized by the Board.

6.3 Availability of Records

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

7 AMENDMENT TO BYLAWS

7.1 Amendments

These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of a quorum of the Owners.

7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Utah County Recorder's Office.

8 MISCELLANEOUS

8.1 Office

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

8.2 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

8.3 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

8.4 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

8.5 Captions

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

8.6 Gender, etc.

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers.

DATED: 4/10/12

Waterlefe Owners Association

Trevor L Dickerson
By: TREVOR L DICKERSON
Its: President

Landon Conover
By: LANDON CONOVER
Its: Secretary

STATE OF UTAH)
) :ss.
County of Utah)

On this 10th day of April, 2012, personally appeared before me Trevor Dickerson and Landon Conover who being by me duly sworn, did say that they are the agent of the Association authorized to execute these Bylaws and did certify that these Bylaws were approved by more than 60% of the total outstanding votes of the Association.

Ashley Dickerson
NOTARY PUBLIC

