

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For
HIDDEN SPRINGS MASTER COMMUNITY
In Davis County, Utah

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN SPRINGS MASTER COMMUNITY (this "Master Declaration") is hereby adopted by Fruit Heights Hidden Springs Master Homeowners Association, Inc. ("Master Association"), for and on behalf of its Members, and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

(A) This Master Declaration affects and concerns the real property located in Davis County, Utah and more particularly described in **Exhibit "A"** attached hereto ("Property" or "Master Community").

(B) On or about January 21, 2005, a Plat Map depicting Deer Ridge at Hidden Springs was recorded in the Davis County Recorder's Office as Entry No. 2046878 ("Deer Ridge Plat").

(C) On or about January 28, 2005, a Plat Map depicting Deer Field at Hidden Springs Subdivision was recorded, by Richmond Homes, in the Davis County Recorder's Office as Entry No. 2048285 ("Deer Field Plat" or "Deer Field Subdivision"). The Lots in the Deer Field Subdivision were conveyed to a different builder/developer and were not developed by the original Declarant. The Lots in Deer Field Subdivision did not pay a Recreation Center initial set-up fee/assessment. The Lots within Deer Field Subdivision have never had access to the Recreation Center and, likewise, have never paid Recreational Center Assessments or other costs associated with the Recreation Center. This Declaration intends to maintain the status quo and make no changes with regard to access rights or corresponding costs to those Lots in Deer Field Subdivision.

(D) On or about February 9, 2005, a Plat Map depicting Deer Crest at Hidden Springs was recorded in the Davis County Recorder's Office as Entry No. 2051117 ("Deer Crest Plat"). An Amendment to the Declaration of Covenants, Conditions, Agreements & Restrictions of Hidden Springs Master Community with regards to All of Lots 1 through 8, 10 through 28, 30 and 33 through 35 of Deer Crest at Hidden Springs ("Deer Crest Amendment") was prepared but may not have been recorded. Notwithstanding, all Lots within Deer Crest has paid assessments, received services, participating in Association operations and have always been treated as full members of the Association and Master Community.

(E) On or about March 18, 2005, the Declaration of Covenants, Conditions,

Agreements & Restrictions for Hidden Springs Master Community (“Enabling Master Declaration”) was recorded in the Davis County Recorder’s Office, as Entry No. 2059700.

(F) On or about November 30, 2005, Bylaws of the Fruit Heights Hidden Springs Master Homeowners Association, Inc. were signed by the Secretary of the Master Association. These Bylaws have not been recorded with the Davis County Recorder’s Office, state of Utah.

(G) On or about August 21, 2006, a Plat Map depicting Deer Crest at Hidden Springs Phase 2 was recorded in the Davis County Recorder’s Office as Entry No. 2194581 (“Deer Crest Phase 2 Plat”).

(H) On or about August 21, 2006, a Plat Map depicting Deer Cove at Hidden Springs was recorded in the Davis County Recorder’s Office as Entry No. 2194583 (“Deer Cove Plat”).

(I) On or about November 15, 2006, an Amendment to the Declaration of Covenants, Conditions, Agreements & Restrictions of Hidden Springs Master Community (“Deer Cove Declaration”) was recorded in the Davis County Recorder’s Office as Entry No. 2219117.

(J) On or about October 17, 2007, a Plat Map depicting Deer Ridge at Hidden Springs Phase 2 was recorded in the Davis County Recorder’s Office as Entry No. 2314085 (“Deer Ridge Phase 2 Plat”).

(K) On or about October 17, 2007, an Amendment to the Declaration of Covenants, Conditions, Agreements & Restrictions of Hidden Springs Master Community (“Deer Ridge Phase 2 Amendment”) was recorded in the Davis County Recorder’s Office as Entry No. 2314086.

(L) On or about May 28, 2010, a Notice of Assessment & Notice of Reinvestment Fee Covenant was recorded in the Davis County Recorder’s Office as Entry No. 2531391.

(M) On or about September 28, 2010, a Plat Map depicting Deer Ridge at Hidden Springs Phase 2 Amended was recorded in the Davis County Recorder’s Office as Entry No. 2555717 (“Deer Ridge Phase 2 Amended Plat”).

(N) On or about August 12, 2016, a Plat Map depicting Deer Ridge at Hidden Springs Phase 2 – 2nd Amendment – was recorded in the Davis County Recorder’s Office as Entry No. 2958288 (“Deer Ridge Phase 2 – 2nd Amendment Plat”).

(O) On or about August 12, 2016, an unauthorized and invalid amendment to the Declaration of Covenants, Conditions, Agreements & Restrictions of the Hidden Springs Master Community was recorded in the Davis County Recorder’s Office as Entry No. 2958289 (“Unauthorized Declaration”) by the Owner of Lots 34 and 37. At the time of the recording, the Owner was not an authorized or elected representative of the Master Association, nor a successor or authorized representative of the Declarant. The Unauthorized Declaration was recorded without

notice to the Master Association. The Master Association hereby rejects the Unauthorized Declaration and declares it legally invalid and of no force or effect with regard to the Master Association or the Property.

(P) The Master Association and its Members, consistent with the Enabling Master Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Master Declaration. With the exception of the Vehicle Restrictions, as defined in Article 12.6, this Master Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect.

(Q) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Master Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas are those areas that are depicted as Common Areas in the recorded Plat Map(s).

(R) The Master Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce in conjunction with the approval of this Master Declaration. The Master Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation of Fruit Heights Hidden Springs Master Homeowners Association, Inc. ("Articles") with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(S) The Master Association and its Members desire that the Board amend the bylaws for the Master Association and hereby authorize and approve the recording of the Amended & Restated Bylaws of Fruit Heights Hidden Springs Master Homeowners Association, Inc., a copy of which is attached hereto as **Exhibit "B"** ("Bylaws"), which shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Master Declaration. The Master Association and its Owners, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws. These Bylaws hereby amend, replace and supersede all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Master Association.

(T) The Class B period has ended. Pursuant to Article 12 of the Master Declaration and the Utah Community Association Act, Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of the Master Association, provided their written consent approving and consenting to the recording of this Master Declaration, the attached Bylaws, and filing of the Articles.

CERTIFICATION

By signing below, the Board hereby certifies that the above described approval was obtained, approving and consenting to the recording of this Master Declaration, Bylaws and filing of the Articles.

(U) The Master Association and its Members desire to subject the Property to the terms and conditions of this Master Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(V) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Master Association and its Owners, and its successors in interest; and may be enforced by the Master Association, any Owner, and their successors in interest.

(W) With regard to the Master Association's maintenance of certain Common Areas within the Deer Cove Plat, as further detailed in the Deer Cove Declaration, the Association for Fruit Heights Hidden Springs Deer Cove Subdivision reviewed and approved this Declaration.

(X) These Recitals are made a part of this Master Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Master Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee created by Board in accordance with the Governing Documents.

(C) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Master Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, neighborhood assessment, recreation center assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) "Articles" shall mean the Amended & Restated Articles of Incorporation of Fruit Heights Hidden Springs Master Homeowners Association, Inc., as amended.

(E) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of the Master Association.

(F) "Bylaws" shall mean the Amended & Restated Bylaws of Fruit Heights Hidden Springs Master Homeowners Association, Inc., as amended.

(G) "City" shall mean Fruit Heights, Utah and its appropriate departments, officials and committees.

(H) "County" shall mean Davis County, Utah and its appropriate departments, officials and committees.

(I) "Common Area(s)" shall include, with the exception of the Deer Cove Plat, all areas in all Plats designated as Common Area and/or Open Space or described within this Master Declaration as being owned or intended ultimately to be owned by the Master Association, together with all Improvements or structures thereon and all easements appurtenant thereto.

- (i) The Master Association shall also maintain, repair and replace certain portions of the Deer Cove Sub-association's Common Area/Open Space (within the Deer Cove Plat), which may be accessed all Members of the Master Association, as further set forth in this Master Declaration and the Deer Cove Declaration. This area of responsibility generally includes the Trail and adjacent Open Space that lies to the north/northwest of the existing perimeter fence in the Deer Cove Subdivision, which area is generally located north of Mirabella Way. This responsibility does not include the seven (7) Dwelling and property surrounding said Dwellings, which is located outside of the Deer Cove Subdivision's existing perimeter fence. This areas around said Dwellings shall be maintained, as set forth in the Deer Cove Declaration.

(J) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Master Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the

Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Master Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Master Association; and (F) creating reserves for any such costs, expenses and liability as required by this Master Declaration or the Act.

(K) "Dwelling" shall mean a residence that is designed and intended for use and occupancy as a single-family residence, together with all Improvements located on the same Lot and used in conjunction with such residence.

(L) "Governing Documents" shall mean this Master Declaration, Plat, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(M) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, single family homes, Dwellings, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(N) "Lot" shall mean any numbered building lot shown on any official and recorded Plats, including all Improvement located thereon.

(O) "Manager" shall mean any entity or person engaged by the Board to manage the Property.

(P) "Master Declaration" shall mean the Amended & Restated Declaration of Covenants, Conditions and Restrictions for Hidden Springs Master Community, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(Q) "Master Association" shall mean Fruit Heights Hidden Springs Master Homeowners Association, Inc. and, as the context requires, the duly elected and authorized Board through its officers, directors and managers.

(R) "Member" or "Owner" shall mean and refer to the person or persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Davis County Recorder's Office, including buyers under any contract for deed, trustees, managers, members or authorized representatives of entities, trusts and other legal organizations owning a Lot. Notwithstanding, "Owner" or "Member" shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Master Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the Master Association.

(S) "Neighborhood" shall mean a separate and distinct subdivision within the Property, namely Deer Ridge, Deer Field, Deer Crest and Deer Cove. As of the date of this recording, the Master Association is the sole homeowners' association organized for Deer Ridge, Deer Field, and Deer Crest. At the time of recording this Master Declaration, Deer Cove has a distinct and functioning Sub-Association and Board of Directors. Each Neighborhood may be subject to different Assessments; have different landscaping costs/requirements; have use or access to certain amenities; and other conditions specific to each Neighborhood.

(T) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(U) "Plats" or "Plat Maps" shall mean an official and recorded plat of within the Property, comprised of the Plats identified in the Recitals.

(V) "Property", "Project" or "Subdivision" shall mean all phases of Hidden Springs Subdivision, all Lots, Common Areas, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(W) "Recreation Center" shall mean the clubhouse and pool area and related amenities owned and operated by the Master Association for the benefit of Owners in the Deer Ridge, Deer Crest and Deer Cove Neighborhoods. The Master Association may charge a Recreation Center Assessment to Lots in the Deer Ridge, Deer Crest and Deer Cove Neighborhoods. Consistent with the original intent and use of the Recreation Center, the Deer Ridge, Deer Crest and Deer Cove Neighborhoods shall have access to the Recreation Center and shall pay a Recreation Center assessment.

(X) "Rules" shall mean any instrument adopted by the Board for the regulation and management of the Master Association as provided in the Governing Documents.

(Y) "Sub-Association" shall mean a homeowner's association, whether legally organized or otherwise, governing as a separate and distinct association within the Property.

(Z) "Trail(s)" shall mean any community trail designated on the Plats or later developed and physically managed and maintained by the Master Association.

ARTICLE II **EASEMENTS**

2.1 **Easement Concerning Common Area.** Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, subject to the Recreation Center limitations, as set forth in this Declaration. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the

right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Easement Concerning Common Area Outside of Perimeter Fence in Deer Cove Neighborhood. Each Owner in the Master Association shall have a nonexclusive right and easement of use and enjoyment in and to certain Common Area and Trails outside the Deer Cove perimeter fence, generally located to the north/ northwest of Mirabella Way. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for use in common with others.

2.3 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall also be subject to the following:

(a) The right of the Master Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Master Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area.

(b) The right of the Master Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied Assessment or fee.

(c) The access rights to the Recreation Center is limited to certain Neighborhoods, as set forth in this Declaration.

(d) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service.

(e) The right of the Master Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Master Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Master Association first receiving written approval from City and/or County pursuant to all applicable state and City laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.4 Reservation of Access and Utility Easements. The Master Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, fiber, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Master Association and those claiming by, through or under the Owners or the Master Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

2.5 Easements for Encroachments. If any part of the Common Area now existing upon any Lot or hereinafter constructed by Master Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area or Improvement on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Master Association. The Lots (limited to the exterior of the Improvements), Common Areas are hereby made subject to the following easements in favor of the Master Association and its directors, officers, manager, agents, employees and independent contractors:

(a) For inspection during reasonable hours in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of portions of the

Common Area (if applicable);

(c) For correction of emergency conditions on one or more Lots or on portions of the Common Area;

(d) For the purpose of enabling the Master Association, the Architectural Control Committee or any other committees appointed by the Master Association to exercise and discharge during reasonable hours their respective rights, powers and duties; and

(e) For inspection during reasonable hours in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III **COMMON AREAS & MAINTENANCE**

3.1 The Common Areas (as defined herein, not including Deer Cove Sub-Association Common Area) shall be and are hereby conveyed to the Master Association, a Utah non-profit corporation, subject to this Master Declaration and subject to all easements as set forth in this Master Declaration.

3.2 The Common Areas consist of areas designated as Common Areas or Open Space on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights or way and utilities, as shown on the recorded Plat(s) including, but not limited to: Trails, private roadways, perimeter fencing, gates, mailboxes, light poles, open space, and the Recreation Center and related facilities.

3.3 Common Areas Maintained by the Master Association. All Common Areas shall be maintained by the Master Association, which shall generally include (where applicable):

(a) Asphalt repair, maintenance and replacement of private roads within the Property;

(b) General landscape and sprinkler maintenance, including the repair, maintenance and replacement of existing sprinkler systems and landscaping within the Common Areas.

(c) Repair, maintenance and replacement of fencing within the Property that has not been modified or added to by an Owner.

(d) The Master Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from relevant areas within the Common

Area. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The work of removing snow will be delegated to a third party, who will utilize its discretion in the frequency of the snow removal and the amount of accumulation meriting removal. The Master Association shall not be responsible or liable for said third party's discretion and removal of snow.

- (e) Light poles;
- (f) Community mailboxes;
- (g) Walkways and sidewalks that serve more than one Lot (not maintained by the City or County);
- (h) Private utility lines/infrastructure that serves more than one Lot (not maintained by the City or County);
- (i) Recreation Center; and
- (j) The Master Association shall also maintain, repair and replace certain portions of the Deer Cove Sub-association's Common Area/Open Space (within the Deer Cove Plat), which may be accessed all Members of the Master Association, as further set forth in this Master Declaration and the Deer Cove Declaration. This area of responsibility generally includes the Trail and adjacent Open Space that lies to the north/northwest of the existing perimeter fence in the Deer Cove Subdivision, which area is generally located north of Mirabella Way. This responsibility does not include the seven (7) Dwelling and property surrounding said Dwellings, which is located outside of the Deer Cove Subdivision's existing perimeter fence. This areas around said Dwellings shall be maintained, as set forth in the Deer Cove Declaration.
 - i. This shall include maintenance, repair and replacement of the main drain pipe in retention basin in this area.

(a) Owners Maintenance Responsibilities. Owners shall maintain their Dwelling and other Improvements located within the Private Area. Owners shall also maintain the drainage pipe that extends from their Dwelling/Private Area landscaping up to the point that the pipe connect with the main drain pipe in the Open Space outside of the Deer Cove perimeter fence.

3.4 Wetlands Maintenance. Any areas formally designated as Wetlands within the Common Area shall be maintained in compliance with any existing agreement with the relevant government agencies.

ARTICLE IV
OWNERS' MAINTENANCE RESPONSIBILITIES

4.1 Maintain. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace such Owner's Lot and all Improvements and other elements located thereon in good order and repair in order to preserve and enhance the enjoyment of the Property, including any pipes, wiring, power, water and other utility lines to the extent such infrastructure serves only that Owner's Lot.

4.2 Maintain in Clean Condition. The Owner shall be responsible for keeping the Lot and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Board of Directors may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed in any Lot, which may include a prohibition on leaving, installing or storing any items in such places.

4.3 Alterations of Exterior Appearance. The Owners will maintain their Lots, and Improvements in substantially the same condition and appearance as that approved by the ACC. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the ACC.

4.4 Repair Following Damage. In the event of casualty loss or damage to the Lot or Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ACC, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Master Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the ACC, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Master Association.

4.5 Repairs by Master Association. In the event that an Owner permits his Dwelling or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Master Declaration, the Master Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Master Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Master Association a lien on the Lot and any improvements to secure repayment of any sums advanced

pursuant to this section, which lien may be foreclosed at any time by the Master Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Master Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest as set forth in the Master Declaration.

ARTICLE V MEMBERSHIP

5.1 Membership in the Master Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Master Association, so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Master Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

5.2 Multiple Lots. Multiple Lots owned by a single Owner are treated as individual Lots for all purposes set forth herein, including Assessments, except for those Owners that have received both permission from the Master Association and the City/County to legally combine Lots into a single Lot unable to be conveyed separately and such combination is legally completed.

ARTICLE VI VOTING

6.1 Only an Owner that is current on all Assessments and/or other fees shall be deemed in good standing and entitled to vote. With regard to any approval that requires a specified percentage of total membership, the total membership shall be calculated from the total number of Owners eligible to vote at the time such approval is sought.

6.2 The Master Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Master Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Master Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE VII
HOMEOWNER ASSOCIATION

7.1 Organization. The Master Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation.

7.2 Enforcement Powers. The Master Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Master Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense (with the exception of water, sewer, power and natural gas); (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Master Association shall have the exclusive right to initiate enforcement actions in the name of the Master Association. The Master Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Master Association shall have the authority to initiate and compromise claims and litigation on behalf of the Master Association resulting from the enforcement of the Governing Documents. In the event that the Master Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Master Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Master Association. The Master Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Master Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including

reasonable attorney fees), if and when applicable.

(a) Assessments. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) Special Assessment. The Master Association may levy Special Assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas.

(c) Individual Assessment. The Master Association may levy Individual Assessments on every Lot, Owner or occupant that shall cause any damage to the Property or otherwise causes the Master Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Lot(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) Reserve Fund Assessment. The Master Association may levy a Reserve Fund Assessment, as set forth in this Article.

(e) Neighborhood Assessment. The Master Association may levy a Neighborhood Assessment to Owners in a specific Neighborhood for costs, special services or amenities available for Owners within that Neighborhood.

(f) Recreation Center Assessment. The Master Association may levy a Recreation Center Assessment upon those Lots within neighborhoods that have access to the Recreation Center, as set forth herein.

(g) The Master Association may levy other assessments or fees, as authorized by the Governing Documents.

7.4 Budget. The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each Annual Meeting.

(a) The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budget.

(b) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

7.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

(a) The Board may not use money in a reserve fund:

(i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;

(ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or

(iii) In the event that the Master Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Master Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 Reinvestment Fee. The Board shall have power to levy a reinvestment fee, as set forth in the Notice of Reinvestment Fee Covenant, as amended.

7.8 Date of Commencement of Assessments. The assessments provided for herein

shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.9 Fines. Following notice as required by the Act, the Master Association shall have the power to assess a fine against an Owner and/or their Lot for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

7.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Master Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

7.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas; (b) the use of any facilities owned by the Master Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

7.12 Statement of Account & Payoff Information. Upon a written request from an Owner that the Master Association provide the Owner with a statement of his/her account, the Master Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Master Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale of his/her Lot, the Master Association may charge a fee not to exceed \$50.

7.13 Availability of Documents. The Master Association may adopt a policy to make appropriate documents available to Owners (and their lenders, insurers and/or authorized agents) consistent with the Act. The Board may adopt a record retention policy to govern its record retention procedures.

7.14 Indemnity of Association Board and Officers. The Master Association will indemnify the officers, agents and Board of the Master Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

7.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Master Association.

7.16 Number of Board, Term of Office. The appointment, election and term of the

Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Master Association.

7.17 Independent Accountant/Bookkeeper. The Master Association may retain the services of an independent accountant or bookkeeper to assist the Board of Directors and officers to maintain accurate financial records of the Master Association.

ARTICLE VIII NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Master Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date, Charges & Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager or attorney related to collections.

8.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Master Association.

8.4 Foreclosure. The Master Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Master Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Master Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 Other Remedies. All rights and remedies of the Master Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Master Association. The Master Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney

fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

8.6 Payment by Tenant. The Master Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

8.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Master Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

8.8 Appointment of Trustee. The Master Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot or Unit for the purpose of securing payment of assessments under the terms of this Master Declaration.

ARTICLE IX
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

9.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Master Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE X
ARCHITECTURAL CONTROL COMMITTEE

10.1 Architectural Control Committee ("ACC"). An Architectural Control Committee may be appointed by the Board to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC. The Master Association may coordinate and adopt a process with the Deer Cove Sub-Association with regarding to any necessary coordination or involvement with Improvements within the Deer Cove Neighborhood.

10.2 Approval by Board or ACC Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ACC, which plans must be harmonious with existing Improvements and the existing character within the Subdivision. The overall architectural style and detailing of each Improvement (including each

Dwelling) and the associated landscaping and site use is subject to ACC review and approval. Extraordinarily stylized or unique building shapes, or styles, such as geodesic domes, A-Frames, or cubic block homes are prohibited. The determination of whether or not a proposed Dwelling is within this prohibited category of unique building styles shall rest with the ACC and such determinations shall be made in the sole and absolute discretion of the ACC; provided, that in making such determination, the ACC may consult with Owners of Lots in the immediate surrounding area of the Lot where the subject Building is proposed.

Approval of the ACC will be sought in the following manner:

(a) Plans Submitted. A written rendering, prepared by a licensed architect or engineer when requested by the ACC, of the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).

(b) Review. Within 30 days from receipt of the submitted plans, the ACC will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Master Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The ACC may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the ACC fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Master Declaration and shall be in architectural harmony and consistent with the other Improvements in the Project.

10.3 Variances. The ACC cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

10.4 Board and ACC Not Liable. The Board, ACC and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ACC as a result of the performance or failure to perform the duties created by this Master Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ACC has acted improperly.

10.5 Limitations on Review. The ACC's review is limited to those matters expressly granted in this Master Declaration. The ACC shall have no authority over the enforcement of

building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ACC prior to construction.

10.6 Architectural Review Fee. The ACC may charge a fee to an Owner submitting a plan for review not to exceed the actual costs to review the plans.

ARTICLE XI ARCHITECTURAL RESTRICTIONS

11.1 Use. Lots shall be used only for single family residential purposes and such uses as are customarily incidental thereto.

11.2 Buildings or Dwellings. Each detached Dwelling unit shall have an attached or fully enclosed garage adequate for a minimum of two (2) and a maximum as determined by the ACC, for standard size automobiles. No carports or front-yard (meaning anywhere closer to the front property line of the lot than the front-most portion of the Dwelling) parking pads shall be allowed (except for typical driveways). Unless otherwise specified in a Supplemental Declaration recorded after the date of this Declaration, the following minimum living requirements for detached Dwelling shall apply. (Living areas shall be calculated exclusive of garages, open porches, and basements. The "ground floor" as herein referred, shall typically be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach side of the Lot, exceptions to this definition shall be determined by the ACC.

A. Dwelling Size:

(1) Deer Field Neighborhood:

- a. One Story Dwellings (Rambler): The required minimum above ground floor finished space shall be 1600 square feet.
- b. Multiple-Story Dwellings: The required minimum above ground floor finished space shall be 2000 square feet.

(2) Deer Ridge Neighborhood:

- a. Lots less than 15,000 sq. ft.:
 - i. One Story Dwellings (i.e. Rambler): The required minimum above ground footage shall be 2100 square feet with a minimum 3-car garage required, and 2350 square feet with a minimum of 2-car garage required.

- ii. Multiple-Story Dwellings (i.e. Two-Story): The required minimum above ground footage shall be 2400 square feet with a minimum 3-car garage required, and 2800 square feet with a minimum car garage required
- b. Lots larger than 15,000 sq. ft.:
 - i. One Story Dwellings (i.e. Rambler): The required minimum above ground footage shall be 2300 square feet with a minimum 3-car garage required.
 - ii. Multiple-Story Dwellings (i.e. Two-Story): The required minimum above ground footage shall be 2800 square feet with a minimum 3-car garage required.
- c. Special consideration will be given by the ACC to lots 1-11, & 12-14 due to geological and topographical conditions or constraints on the lots.
- (3) Futures Phases: Dwelling sizes for future phases shall be defined in Supplemental Declarations recorded with each phase.

THE ACC RESERVES THE RIGHT TO GRANT EXCEPTIONS TO THE ABOVE RESTRICTIONS IN ORDER TO PLACE AN APPROPRIATE HOME ON A SPECIFIC LOT DUE TO SLOPE RESTRICTIONS, LOT IRREGULARITY OR FOR ANY OTHER REASON THEY DEEM REASONABLY APPROPRIATE.

B. Dwelling Quality. All construction shall be comprised of new materials, with exception to the use of used brick or timbers with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in compliance and conformity with all laws and ordinances of the city of Fruit Heights, Davis County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

C. Dwelling Exterior Materials. All exterior materials and colors shall be selected and used as approved by the ACC. No gravel roofs shall be permitted. Any alterations in exterior colors or materials must be approved by the ACC.

D. Deer Field Neighborhood. The Dwelling's front exterior shall have minimum 3' high wainscot of brick or rock masonry, and, 1 or more, large full-front facing panel of brick or rock masonry ("large full-front facing panels" defined as at least 8 feet high with a minimum 100 square feet of masonry area in each panel), with the remainder in stucco or comparable product as approved by the ACC. Cedar lapboard or other types of wood or wood composite sidings may be allowed by written approval from the ACC. Any of these exterior material requirements may be waived (at the discretion of the ACC) where the historic architectural style of the home will not

permit its use. Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia and/or rain gutter areas. Each dwelling must have a minimum 30-year architectural (lamine) asphalt type or cement tile type shingle. The ACC must approve any other variation from this specification. If the ACC permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the ACC. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions related to said detached structures. Notwithstanding anything to the contrary referenced herein, the ACC has preapproved the Richmond American Homes of Utah home plans and elevations signed and dated September 28, 2004, along with the color schemes with the following stipulations:

(a) No 'A' Elevation home plans or the 'James' plan with the extended family room are to be constructed on Lots 6, 7, 16, 18-20, 31, 32, and 43-54.

(b) The ACC reserves the right to approve the color schemes for the homes on Lots 6, 7, 16, 18-20, 31, 32, and 43-54. 2. Deer Ridge at Hidden Springs:

Specific exterior requirements are as follows:

(c) The Dwelling's front exterior shall have a minimum 40% of the total front wall space of brick or rock masonry with the remainder in wood, wood composites, stucco or comparable product as approved by the ACC. In no case shall the front exterior have more than 20% of stucco or comparable product unless approved by the ACC. Any of these exterior/arterial requirements may be waived (at the discretion of the ACC) where the historic architectural style of the home will not permit its use. Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia and/or rain gutter areas.

(d) Each Dwelling must have a minimum 30-year architectural (lamine) asphalt type shingle. The ACC must approve any other variation from this specification. Roof pitch minimum shall be 8/12, unless otherwise approved by the ACC. Hip roof or flat soffits shall be a minimum 18", rake or gable ends soffits shall be a minimum of 12", unless otherwise approved by the ACC. No complete hip-roof home designs will be allowed unless approved by the ACC.

E. Garages. Wherever possible, side-load garages are encouraged. The garage door(s) shall not equal greater than 40% of the total front exterior of the home. All garage door shall be of a decorative style approved by the ACC. If the ACC permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the ACC. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions related to said detached structures.

F. Futures Phases. Exterior materials for future phases shall be defined in Supplemental Declarations recorded with each phase.

G. A Restricted Disturbance Easement so designated on the Deer Field at Hidden Springs plat restricting the construction of buildings, structures, landscaping and other Improvements (including but not limited to homes, outbuildings, grass, trees, rocks, plants, fencing, etc.) on the easterly, southeasterly, and southerly portions of the respective lots that border the adjacent open space/wetland property to the east. The Owner of said lots are required to submit a full landscape plan to the ACC for approval, complete with site plan, planting schedules, materials lists and scaled drawings of any Improvements or structures that may encroach upon the easement. Said easement is established to insure, preserve, protect and maintain physical and visual value of the open space view corridor. It is important to note that if there are any impacts on the jurisdictional wetlands shown on the plat, a Department of the Army Corps permit is required. An Owner of a Lot shall not take any action that would impact the jurisdictional wetlands unless such action has been approved in advance in writing by the ACC.

H. In Deer Ridge at Hidden Springs, the restricted disturbance easement line is the Geotechnical Setback line, as shown on the plat as the northerly portions of lots 1-11, and the westerly portion of lot 12. Unless stamped and approved in writing by a licensed Geotechnical Engineer and the ACC, said easement restricts the construction of buildings, structures, landscaping and other Improvements (including but not limited to homes, outbuildings, grass, trees, rocks, plants, fencing, etc.) The Owner of said lots are required to submit a full landscape plan to the ACC for approval, complete with site plan, planting schedules, materials lists and scaled drawings of any improvements or structures that may encroach upon the easement. Said easement is established to insure, preserve, protect and maintain physical and visual value of the vegetated slope, 30% or greater slope, and open space view corridor. Mass grading and or clearing will not be permitted in said areas for any purpose unless permitted in writing by the ACC.

11.3 Excavations & Completing Improvements. No excavation shall be made on any lot except in connection with the erection, alteration, or repair of a dwelling or other Improvement thereon. When excavation or the erection, alteration, or repair of a structure or other Improvements has once begun, the work must be executed diligently and completed within a reasonable time.

11.4 Landscaping of Lots. The following provisions shall govern the landscaping of Lots within the Subdivision:

(a) The ACC may promulgate a list of trees, including street trees and other trees, and a list of shrubbery which shall be approved for planting by Owners in landscaping their Lots. No tree or shrub shall be planted in any Lot within the Subdivision that is not included within the approved lists without the prior approval of the ACC.

(b) Owners shall be responsible to landscape and maintain any portions of the public rights-of-way contiguous to their property that is not incorporated in common amenity landscaping. Any trees, shrubs or landscape treatments planted within public rights-of-way shall comply with the City's ordinances and approved tree species list (if it exists, is applicable &/or required). All trees, lawns, shrubs or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the ACC.

(c) Front yards must be fully landscaped within ninety (90) days after initial occupation of a Dwelling or ninety (90) days after the weather permits completion of the landscaping, whichever is later, but in no event more than six (6) months after initial occupation of a Dwelling.

(d) The minimum landscaping requirements for Lots within the Subdivision shall be as follows:

- (i) An innovative landscape design and plan, including sculptured planting areas, berms or other features with screening or bordering of foundations, fences (if any), curbs and other similar elements. Said plan shall be submitted to the ACC or its authorized contractor for review and approval prior to the commencement of construction.
- (ii) The initial landscaping shall include, as a minimum, the planting of lawn, trees and shrubs from the approved lists as follows: All lawn shall be sod; two (2) two-inch (2") caliper deciduous trees in the front yard, and, one (1) 5' high conifer tree; two (2) street friendly two (2) inch deciduous trees (Corner lots to have a total of four (4) planted in the parkstrip); 5 (5) five-gallon shrubs; and, twelve (12) one-gallon shrubs in the front yard.
- (iii) All yards (front and back) shall be irrigated with an automatic underground sprinkler system.
- (iv) Rear yards must be fully landscaped within nine (9) months after occupation.
- (v) A photosensitive light; style type, design and color to be determined by the ACC, is to be installed approximately 6' back of sidewalk on each lot. Said light is to be purchased, and installed by the Owner or its contractor, and kept operable at all times upon occupation of home.
- (vi) Owners shall use best efforts to position landscaping around utility boxes, vaults, and pedestals so as to screen it from street view.

11.5 Fences, Walls & Hedges. It is the intent to create an open, spacious and landscaped appearance throughout the Subdivision. Therefore, all fences or walls should be kept to a minimum to encourage the use of the common areas and aesthetics. The use of hedges and high plantings are encouraged, but are required to be in conformance with the guidelines found in this section as well as any and all landscape requirements found herein. All fences, walls, hedges, high plantings, obstructions and other visual or privacy barriers (hereafter collectively "fences") shall be constructed and installed in compliance with the applicable ordinances of the City, and in conformance with fencing standards and specifications set forth below. In the event there are

conflicts between the requirements of the City ordinances and the ACC standards and specifications, the stricter requirement shall control. OWNERS SHOULD NOT ORDER FENCE MATERIALS THAT ARE NOT IN COMPLIANCE WITH SUCH ORDINANCES, STANDARDS AND SPECIFICATIONS. All fences constructed on Lots within the Subdivision shall be subject to the following additional conditions and restrictions:

- (a) Fences greater than 36" in height shall not project beyond the front yard setback or 4' back from the front corner of the Building (whichever distance is greater). No fence higher than six feet (6') shall be allowed unless reviewed and approved by the ACC.
- (b) Street side yard fences on corner lots shall not be erected within a required street side yard. It is strongly encouraged that privacy between Lots be established by hedges, trees, shrubbery or other landscaping, provided that the same complies with the intent of this Declaration and the ACC fencing standards and specifications. Heavy foliage and fences are not allowed to interfere with the vision triangle of traffic. Fences along corner side property boundaries shall not be permitted to be up against the sidewalk. Said fences shall be at least 1 foot from the sidewalk and shall be located on the Owner's property.
- (c) All fences shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.
- (d) No fence shall interfere with the use and enjoyment of any easement reserved in this Declaration or shown on the recorded Plat(s) of the Property.
- (e) Fences bordering the common areas / open spaces shall be of the same construction, style, color, and brand as determined by the ACC. Any and all fences approved for construction along the common areas / open spaces that are along the 30% slope or vegetated slopes shall be dug by hand or by small mechanical auger means so as to not destroy or inappropriately disturb these sensitive landscapes. Mass grading and or clearing will not be permitted in said areas for the purpose of installing fencing.
- (f) Fences installed by the City or other public agency, or the Association on or along property owned by the City or Association, and/or on or along landscape buffer easements owned by Owner of Lot, shall not be altered or modified by any Owner or Occupant in any manner other than for routine maintenance (including painting, repair and replacement). Except as may be approved by the ACC, any Owner of Lots bordering the landscape buffer along Hidden Springs Parkway shall not be allowed to install any secondary fence, which is within public view, inside the common fence initially installed by the Declarant.

(g) Materials:

(i) Deer Field at Hidden Springs: All allowed fences or walls shall be of brick, stone, wrought iron, pre-cast concrete, or vinyl. No fence or walls shall be constructed of chain link, wire mesh, slump block (painted or unpainted) or concrete block unless approved in writing by the Architectural Control Committee. Except as provided herein, chain link fencing is not a permitted fence type. Exceptions may be granted by the ACC on a case-by-case basis where: (1) such fence would be limited to a small area (such as a dog run), and (2) where the chain link fence is not used as a perimeter fencing method and would not be open to public view, with the following exception: Chain link fence is approved along the south border of Deer Field at Hidden Springs subdivision, which was approved at the time of Final Plat, serving as a barrier between the Property and the adjacent property. In all events, uses of chain link fencing must receive prior approval by the ACC in writing with respect to location, color and other compliance with the ACC fencing standards and specifications.

(ii) Deer Ridge at Hidden Springs: All allowed fences shall be constructed of black powder-coated wrought iron or aluminum extruded material, with style and type as approved by the ACC. Except as provided herein, chain link fencing is not a permitted fence type Chain Link fence is approved along the south border of the Parcel E Common Area Open Space, which was approved at the time of Final Plat, serving as a barrier between the Property and the adjacent James Knight property.

11.6 Party Walls and Fence. Party Walls and Fence. The rights and duties of Owners with respect to party walls or party fences, which are constructed as part of initial construction, shall be as follows:

(a) Each Owner shall be responsible to provide its own uphill or downhill retainage as necessary for the building of the home.

(b) The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one (1) Owner does not interfere with the use and enjoyment of the other Owner.

(c) In the event that any party wall or party fence is damaged or destroyed through the act of an Owner, or any of its agents or guests, or members of its family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or party fence without cost to the other adjoining Owner or Owners.

(d) In the event any such party wall or party fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time) other than by the act of an adjoining Owner, its agents, guests or family, it shall be the obligation of the Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

(e) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall or party fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

(f) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party wall or party fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the ACC, the decision of which shall be binding.

ARTICLE XII USE LIMITATIONS & RESTRICTIONS

12.1 Prohibited Buildings/Uses. No tent, shack, garage, accessory building or out-building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done or any use made thereon or thereof which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

12.2 Antennae. No exterior radio antennae (including but not limited to HAMM), television antennae or other antennae, including a satellite dishes larger than 24 inches in diameter, shall be erected or maintained on a Lot without the prior written approval of the ACC.

12.3 Lighting. All private exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on any neighboring Lot(s). Reasonable holiday lighting and decorations may only be displayed during the period starting November 15 of each year to January 15 of the next year.

12.4 Animals. Up to two (2) common domestic pets (*i.e.* cats, dogs and other indoor pets) are allowed per Lot if no other animals are present on the Lot. To the extent allowed by law, an Owner's ability to have up to two pets may be limited by such Owner's possession of service/assistance animals, which presence could limit the number of pets allowed (not service/assistance animals) in addition to the service/assistance animals. (This provision is intended to limit the number of pets (which do not include service/assistance animals) and is not intended to define a service/assistance animal as a pet.) No livestock, or poultry of any kind shall be raised, bred, or kept on or about the property. Residents with pet(s) shall abide by the pet rules

and regulations adopted by the Board from time to time. No pet shall create a nuisance. The following activities are deemed to be a nuisance: (1) pets outside a Dwelling and not in an approved fence, enclosure or on a leash and under the control of the pet owner or his designee at all times; and (2) pets in violation of the rules and regulations. Pets, which constitute a nuisance, may be removed from the Property. No dog will be allowed to roam unattended in the Property. All dog runs or kennels shall be approved and appropriately screened off and out of the direct view from any street, and shall be in the rear yard of the home. The Board may also adopt Rules with respect to information needed to properly apply to the Board for an accommodation for a service or assistance animal.

- (a) Any complaint with regard to a pet or animal in the Subdivision shall first be made to the Davis County Animal Control Department prior to contacting the Board or Manager.

12.5 Commercial Use Prohibited. No commercial trade or business may be conducted in or from any Lot unless: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; 2) the business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained; 3) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and 4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "trade or business" shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. As used herein, "commercial or business" activity shall not include the rental or leasing by an Owner of a Lot and the Improvements thereon for residential purposes. This Section specifically prohibits the use of a Lot for the commercial repair or sale of any vehicle, equipment, boat or other fuel operated equipment.

12.6 Vehicles & Parking. All restrictions and provisions with regard to parking and vehicles (including any type of recreational vehicle, boat, trailer, etc.) and all vehicle screening shall be governed by the applicable provisions within that certain Enabling Master Declaration (collectively "Vehicle Restrictions"). With the exception of the Vehicle Restrictions, this Master Declaration supersedes and replaces the Enabling Master Declaration in all respects.

- (a) The Vehicle Restrictions shall remain in full force and effect until such restrictions are amended or modified by the affirmative vote of Owners representing not less than fifty-one (51%) percent of the total eligible votes of the Master Association. No meeting shall be required if written consent is obtained from the requisite number of Owners.

12.7 Garage Doors. Garage doors shall be kept closed except when open for a temporary purposes.

12.8 External Energy Devices. No energy producing devices including, but not limited to, solar panels and generators of any kind, shall be constructed, installed or maintained on any Lot without the prior written approval of the ACC.

12.9 Subdividing. No Lot which has been platted and approved as a final building or residential lot (whether for single-family buildings or otherwise) may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefore. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

12.10 Laws. Nothing shall be done or kept in, on or about any Lot or common area, 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.

12.11 Damage or Waste. No damage to, or waste of, the common area shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or an invitee.

12.12 Mail Boxes. The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the City. Owners of Deer Field at Hidden Springs Lots are solely responsible to obtain instructions for proper mailbox location from said entities, and for installation of the same. Owners of the Deer Ridge at Hidden Springs Lots shall have black mailboxes of identically or substantially similar style and appearance.

12.13 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, vacancy sign or "For Sale/ sign, thereon, with the sign and hanging apparatus not exceeding a total of 9 square feet. Signs advertising the name of the builder and the name of the institution providing financing may be displayed on a Lot during construction of the improvements; said sign and hanging apparatus may not exceed 16 square feet. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions provided the same is approved by the ACC prior to installation.

12.14 Refuse & Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in the sanitary containers provided by the City. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12.15 Other. Without limiting the generality of any of the foregoing provisions: (a) Unless otherwise approved by the ACC, no horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot or home. The ACC, in its sole discretion, shall have the right to determine the existence of any such nuisance. (b) No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Project. (c) The discharge of firearms, including without limitation, "B-B" guns (or of similar nature), and pellet guns, is prohibited. (d) On-site storage of gasoline or other fuels is prohibited on any Lot, with the exception of up to five (5) gallons of fuel stored for emergency purposes and operation of lawn mowers or similar tools or equipment. (e) All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from the streets or adjacent property. No such items shall be allowed to remain on the front of the Lots so as to be visible from adjacent property when not in use. (f) Reflective window coverings are prohibited. (g) Above ground swimming pools greater than five feet in diameter are expressly prohibited, unless otherwise approved by the ACC.

12.16 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

ARTICLE XIII RENTAL/LEASE RESTRICTIONS

13.1 No Short Term or Nightly. Daily, nightly, weekly or monthly occupation is prohibited (whether pay or not), and Dwellings shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national or local providers. Violations of the provisions of this Article shall result in the imposition of a fines, as allowed by the Utah Community Association Act.

ARTICLE XIV INSURANCE

14.1 Insurance Requirement. The Master Association shall obtain insurance as required in this Master Declaration and as required by applicable law. The Master Association may obtain insurance that provides more or additional coverage than the insurance required in this Master

Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

14.2 Property Insurance.

(a) Blanket Policy of Property Insurance. The Master Association shall maintain a blanket policy of property insurance covering all Common Areas.

- (i) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- (ii) Any blanket policy shall be in an amount not less than one-hundred percent (100%) of current replacement cost of all property covered by such policy (including the Dwellings if applicable) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
- (iii) A blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one-hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.
- (iv) Each property policy that the Master Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available (ii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per occurrence at least equals the lesser of one million dollars (\$1,000,000) or the insurable value of the building containing the equipment.

(b) Association's Obligation to Segregate Property Insurance Deductible. The Master Association shall keep in a segregated bank account an amount equal to the Master Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within twelve (12)

months.

(c) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Master Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Master Association's policy deductible; (b) an owner who does not have a policy to cover the Master Association's property insurance policy deductible is responsible for the loss to the amount of the Master Association's policy deductible; and (c) the Master Association need not tender the claim to the Master Association's insurer.

14.3 Comprehensive General Liability (CGL) Insurance. The Master Association shall obtain CGL Insurance insuring the Master Association, the agents and employees of the Master Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Master Association. The coverage limits under such policy shall not be less than one million dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Master Association or another Owner.

14.4 Directors and Officers Insurance. The Master Association shall obtain Directors and Officers liability insurance protecting the Board of Directors, the Officers, and the Master Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available), which insurance shall not be less than one million dollars (\$1,000,000). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager

14.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Master Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months

regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and

- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers, Board of Directors, or Owners of the Master Association;
 - (ii) Employees and volunteers of the Master Association;
 - (iii) Any manager of the Master Association; and
 - (iv) Officers, directors and employees of any manager of the Master Association.

14.6 Certificates. Any insurer that has issued an insurance policy to the Master Association shall issue a certificate of insurance to the Master Association and upon written request, to any Owner or Lender.

14.7 Named Insured. The named insured under any policy of insurance shall be the Master Association. Each Owner shall also be an insured under all property and CGL insurance policies.

14.8 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Master Association's property insurance policy shall be payable the Master Association, and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and, if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Master Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Master Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

14.9 Owner Act Cannot Void Coverage under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Master Association and under direct authorization of the Master Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

14.10 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Master Association and the Owners and their respective agents and employees.

14.11 Owners' Individual Coverage. EACH OWNER SHOULD PURCHASE INDIVIDUAL PROPERTY COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT.

ARTICLE XV
DAMAGE & DESTRUCTION

15.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Master Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

15.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Master Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

15.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Master Association, in a neat and attractive condition.

ARTICLE XVI
DISBURSEMENT OF PROCEEDS

16.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Master Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any

proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Master Association and placed in a capital improvements and/or reserve account.

ARTICLE XVII
REPAIR AND RECONSTRUCTION

17.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVIII
CONDEMNATION

18.1 Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Master Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Master Association shall otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Master Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board shall determine.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

19.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Master Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Master Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

19.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

19.3 Limited Liability. Neither the Board, the Architectural Control Committee, its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

19.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Master Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Master Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Master Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

19.5 No Representations and Warranties. Each Owner and occupant understands, agrees, and acknowledges through taking title or residing in the Project that the Master Association and the Board have not made any representations or warranties of any kind related to the Project and that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to

the Property.

19.6 Gated Community. The Property is constructed as a Gated Community. Notwithstanding, security is not implied or guaranteed. All Owners are individually responsible for their own safety and security of their Lots, guests and residents.

19.7 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration and the Plat, the Articles, Bylaws, and then the Rules.

19.8 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total eligible votes of the Master Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

19.9 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

19.10 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

19.11 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

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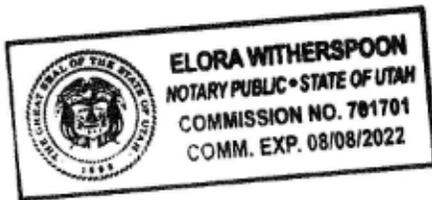
Fruit Heights Hidden Springs Master Homeowners Association, Inc.,
a Utah non-profit corporation

By: *Pennie Streb*
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF)

On this 5 day of January, 2019, personally appeared before me Pennie Streb, who being by me duly sworn, did say that he/she is a Board Member of Fruit Heights Hidden Springs Master Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

E. Witherspoon
Notary Public

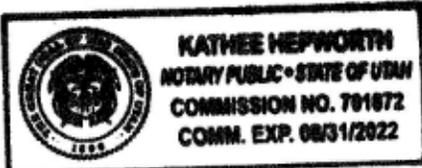


Fruit Heights Hidden Springs Master Homeowners Association, Inc.,
a Utah non-profit corporation

By: [Signature]
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF Salt Lake)

On this 7 day of January, 201¹⁴~~9~~, personally appeared before me
Kathee Hepworth, who being by me duly sworn, did say that he/she is a Board
Member of Fruit Heights Hidden Springs Master Homeowners Association, Inc., a Utah non-profit
corporation and that the within and foregoing instrument was signed on behalf of said corporation
by authority and said individual duly acknowledged to me that said corporation approved the same.



[Signature]
Notary Public

EXHIBIT A
Legal Descriptions

Deer Ridge Phase 1:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S89°46'52"W 1323.406 FEET ALONG THE SECTION LINE, SAME SAID LINE ALSO BEING THE NORTHERLY BOUNDARY LINES OF THE SUMMERWOOD PHASE 5 AND SUMMERWOOD PHASE 4 SUBDIVISIONS; THENCE S38°46'36"W, 171.767 FEET TO THE JAMES D. KNIGHT PROPERTY, THENCE N62°11'20"W, 90.079 FEET; THENCE N45°00'00"W, 128.437 FEET; THENCE N59°02'30"E, 130.604 FEET; THENCE N53°36'19"E, 296.128 FEET; THENCE N28°12'23"E 74.651 FEET; THENCE N48°10'08"E, 130.202 FEET; THENCE N17°49'59"E, 52.928 FEET; THENCE N89°57'34"E, 97.210 FEET; THENCE S68°30'21"E, 157.480 FEET; THENCE S 49°31'42"E, 106.975 FEET; THENCE N67°43'56"E, 215.103 FEET; THENCE S84°59'19"E 337.912 FEET; THENCE N80°26'30"E 113.505 FEET; THENCE N74°51'43"E 115.907 FEET; THENCE S83°17'05"E 191,400 FEET; THENCE N85°56'39"E 105.233 FEET; THENCE N89°03'45"E 142.088 FEET; THENCE S47°54'51" E 102.816 FEET; THENCE N68°27'50"E 60.000 FEET; THENCE S88°03'59"E 53.115 FEET; THENCE S01°56'01"W 122.332 FEET; THENCE S22°21'43"E 238.207 FEET; THENCE S89°10'22"W 690.917 FEET TO THE POINT OF BEGINNING. CONTAINS 17.823 ACRES AND 25 LOTS.

Tax I.D.'s: 07-246-0001 through 07-246-0035

Deer Ridge Phase 2:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°10'22"E 623.13 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF DEER RIDGE, AT HIDDEN SPRINGS SUBDIVISION TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MAHOGANY DRIVE; THENCE THE FOLLOWING SIX COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: SOUTHEASTERLY 102.85 FEET ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS S31°16'16"E 102.28 FEET; THENCE S41°47'40"E 45.28 FEET; THENCE SOUTHEASTERLY 124.54 FEET ALONG THE ARC OF A 190.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS S23°01'02"E 122.32 FEET THENCE S04°14'23"E 71.16 FEET; THENCE SOUTHEASTERLY 99.68 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS S12°53'36"E 99.00 FEET; THENCE S21°32'48"E 200.54 FEET TO THE NORTHERLY BOUNDARY LINE OF DEER CREST AT HIDDEN SPRINGS SUBDIVISION; THENCE S89°10'22"W 360.00 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE NORTHWEST CORNER OF LOT 8 OF SAID DEER CREST AT HIDDEN SPRINGS SUBDIVISION; THENCE S00°49'39"E 134.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S89°10'21"W 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 OF SAID DEER CREST AT HIDDEN SPRINGS SUBDIVISION; THENCE N 00°49'39"W 134.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE S 89°10'22"W 474.85 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID DEER CREST AT

HIDDEN SPRINGS SUBDIVISION TO THE EASTERLY BOUNDARY LINE OF THE CORNERSTONE SUBDIVISION; THENCE N00°02'44"W 591.39 FEET ALONG SAID EASTERLY BOUNDARY LINE AND EXTENDED TO THE POINT OF BEGINNING. CONTAINS 10.297 ACRES AND 24 LOTS

Tax I.D.'s: 08-431-0026 through 08-431-0029; 08-431-0032; 08-431-0033; 08-431-0035; 08-431-0036; 08-431-0038 through 08-431-0047; 08-431-0050 through 08-431-0053

Deer Ridge Phase 2 Amended:

BEGINNING AT A POINT WHICH IS NORTH 89°10'22" EAST 320.03 FEET ALONG THE SECTION LINE FROM THE NORTH QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE NORTH 89°10'22" EAST 204.37 FEET ALONG THE SECTION LINE; THENCE SOUTH 4°34'19" WEST 104.64 FEET TO THE NORTHERLY LINE OF ISLAND VIEW COURT AND A POINT ON A 55.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 120.45 FEET, (CENTRAL ANGLE = 125°28'29", CHORD BEARING AND DISTANCE = SOUTH 31°49'54" WEST 97.78 FEET) TO A POINT OF REVERSE CURVATURE TO A 10.50-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 5.51 FEET, (CENTRAL ANGLE = 30°05'04", CHORD BEARING AND DISTANCE = SOUTH 15°52'10" EAST 5.45 FEET); THENCE SOUTH 0°49'38" EAST 16.95 FEET; THENCE SOUTH 89°10'22" WEST 146.02 FEET; THENCE NORTH 0°02'44" WEST 208.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.8268 ACRES.

Tax I.D.: 08-475-0100

Deer Ridge Phase 2 – 2nd Amendment:

ALL OF LOTS 34 AND 37 OF DEER RIDGE AT HIDDEN SPRINGS PHASE 2 SUBDIVISION, AS RECORDED AT THE DAVIS COUNTY RECORDER'S OFFICE AS RECORD NO. 2314085 IN BOOK 4390 AT PAGE 261.

CONTAINS 34,437 S.F. OR 0.791 ACRES.

Tax I.D.: 08-581-0034

Deer Field:

BEGINNING AT A POINT S89°46'52"W 1601.48 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S89°46'52"W 476.40 FEET; THENCE N17°46'29"E 593.34 FEET; THENCE NORTHEAST 610.12 FEET ALONG THE ARC OF A 1939.13 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N26°47'18"E 607.61 FEET); THENCE N35°48'07"E 6.02 FEET; THENCE S39°46'00"E 103.30 FEET;

THENCE N35°40'39"E 101.96 FEET; THENCE S78°57'00"E 336.27 FEET; THENCE N72°12'00"E 130.49 FEET; THENCE S06°01' 32"W 108.85 FEET; THENCE N80°05'55"E 128.02 FEET; THENCE N06°01'32"E 110.71 FEET; THENCE S87°12'00"E 196.64 FEET; THENCE S47°26'00"E. 96.40 FEET; THENCE S65°15'00"E 160.00 FEET; THENCE N79°00'00"E 152.00 FEET; THENCE S25°49'05"E 160.31 FEET; THENCE S43°37'46"W 156.48 FEET; THENCE S83°18'27"W 296.94 FEET; THENCE N45°04'54"W 62.46 FEET; THENCE N23°36'07"W 108.45 FEET; THENCE S89°25'39"W 28.00 FEET; THENCE S27°33'00"W 174.79 FEET; THENCE S11°15'03"W 63.89 FEET; THENCE S50°41'28"W 48.20 FEET; THENCE S55°20'50"W 189.66 FEET; THENCE S17°49'59"W 104.95 FEET; THENCE S48°10'08"W 130.20 FEET; THENCE S28°12'23"W 74.65 FEET; THENCE S53°36'19"W 296.13 FEET; THENCE S59°02'30"W 130.60 FEET TO THE POINT OF BEGINNING. CONTAINS 23.535 ACRES AND 59 LOTS.

Tax I.D.'s: 07-247-0001 through 07-247-0088

Deer Crest Phase 1:

BEGINNING AT A POINT WHICH IS S00°02'44"E 591.39 FEET ALONG THE QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°10'22"E 1088.40 FEET; THENCE S00°56'21" E 214.99 FEET; THENCE S23°27'36" E 174.36 FEET; THENCE S60°54'00"W 712.58 FEET TO THE EXTENSION OF THE SOMERSET FORM, PUD; THENCE S89°08'10"W 162.22 FEET ALONG THE NORTHERLY BOUNDARY LINE AND ITS EXTENSION OF SAID SOMERSET FARM, PUD TO THE PROPERTY CONVEYED TO THOMAS A FINDLAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID THOMAS A. FINDLAY PROPERTY: (1) THENCE N00°51'50"W 50.00 FEET; (2) THENCE S89°08'10"W 135.96 FEET; (3) THENCE S00°51'50" E 50.00 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID SOMERSET FARM. PUD; THENCE S89°08'10"W 239.90 FEET TO THE QUARTER SECTION LINE AND THE EASTERLY BOUNDARY LINE OF CORNERSTONE SUBDIVISION; THENCE N00°02'44"W 713.87 FEET ALONG SAID SECTION LINE AND EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. CONTAINS 15.97 ACRES AND 36 LOTS.

Tax I.D.'s: 08-354-0001 through 08-354-0037

Deer Crest Phase 2:

BEGINNING AT A POINT THAT IS N89°10'2"E 688.14 FEET ALONG THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°10'22"E 617.52 FEET ALONG SAID SECTION LINE TO THE WESTERLY BOUNDARY LINE OF SHEPHARD HEIGHTS SUBDIVISION, RECORDED AS ENTRY NO. 1448314 IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE S00°08'27"E 888.18 FEET ALONG SAID WESTERLY BOUNDARY LINE; THENCE S60°54'00"W 167.11 FEET TO THE EAST LINE OF THE DEER CREST PHASE 1 SUBDIVISION; THENCE N23°27'36"W 174.36 FEET; THENCE N00°56'21"W 214.99 FEET, THENCE S89°10'22"W 169.40. FEET;

THENCE N21°32'48"W 223.24 FEET TO A POINT ON A 270.00 FOOT RADIUS CURVE TO THE RIGHT THE CHORD OF WHICH BEARS N12°53'36"W 81.25 FEET THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°18'25" A DISTANCE OF 81.56 FEET; THENCE N04°14'23"W 71.16 FEET TO A POINT ON A 250.00 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS N23°01'12"W 160.95 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°33'17" A DISTANCE OF 163.86 FEET; THENCE N41°47'40"W 45.26 FEET TO A POINT ON A 220.00 FOOT RADIUS CURVE TO THE RIGHT THE CHORD OF WHICH BEARS N34°09'37"W; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°16'06" A DISTANCE OF 58.63 FEET TO THE POINT OF BEGINNING.
CONTAINS 8.21 ACRES AND 9 LOTS.

Tax I.D.'s: 08-402-0037 through 08-402-0047

Deer Cove:

Parcel 1:

BEGINNING AT A POINT WHICH IS N00°02'53"W 313.37 FEET AND S89°57'07"W 777.21 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN: AND RUNNING THENCE N49°31'42"W 58.81 FEET; THENCE S47°30'49"W 18.39 FEET; THENCE N42°29'11"W 73.37 FEET; THENCE N68°30'21"W 129.02 FEET; THENCE S89°57'34"W 97.21 FEET; THENCE N17°49'17"E 52.01 FEET; THENCE N55°20'50"E 189.66 FEET; THENCE N50°41'28"E 48.20 FEET; THENCE N11°15'03"E 63.89 FEET; THENCE N27°33'00"E 174.79 FEET; THENCE N89°25'39"E 26.00 FEET; THENCE S23°36'07"E 108.45 FEET; THENCE S45°04'54"E 62.46 FEET; THENCE N83°18'27"E 296.94 FEET; THENCE N43°37'46"E 156.48 FEET; THENCE N25°49'05"W 160.31 FEET; THENCE N45°18'33"E 149.09 FEET; THENCE N26°40'00"E 205.69 FEET; THENCE S69°53'00"E 289.89 FEET; THENCE S03°13'00"W 375.00 FEET; THENCE S71°03'00"E 370.74 FEET; THENCE N12°08'00"E 600.60 FEET; THENCE N86°17'45"E 132.38 FEET THENCE S09°53'13" 0.81 FEET; THENCE SOUTHWESTERLY 52.16 FEET ALONG THE ARC OF A 95.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS S05°50'36"W 51.51 FEET; THENCE S21°34'26"W 520.07 FEET; THENCE SOUTHWESTERLY 101.57 FEET ALONG THE ARC OF A 124.65 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS S44°55'00"W 98.78 FEET; THENCE S81°18'54"W 15.49 FEET; THENCE SOUTHWESTERLY 116.77 FEET ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE LEFT CHORD BEARS S40°23'00"W 112.21 FEET; THENCE SOUTHWESTERLY 8.89 FEET ALONG THE ARC OF A 11.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS S59°49'36"W 8.67 FEET; THENCE S81°58'45"W 15.04 FEET; THENCE S08°01'15" E 50.00 FEET; THENCE SOUTHWESTERLY 14.70 FEET ALONG THE ARC OF A 11.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS S61°24'21"E 13.72 FEET; THENCE SOUTHEASTERLY 151.06 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS S28°41'22"E 144.76 FEET; THENCE S89°03'45"W 142.09 FEET; THENCE S85°56'39"W 105.23 FEET; THENCE N83°17'05"W 191.40 FEET; THENCE S74°51'43"W 115.91 FEET; THENCE S80°26'30"W 113.50 FEET; THENCE N84°59'19"W 337.91 FEET; THENCE S67°43'56"W 215.10 FEET TO THE POINT OF BEGINNING. CONTAINS 16.89 AND 38 LOTS.

Parcel 2:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF MAHOGANY ROAD, SAID POINT BEING N00°02'53"W 353.86 FEET AND N89°57'07"E 551.56 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THE FOLLOWING TEN COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE: (1) THENCE NORTHWESTERLY 94.26 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS N39°32'16"W 92.71 FEET; (2) THENCE N57°32'22"W 48.46 FEET; (3) THENCE NORTHWESTERLY 91.65 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT CHORD BEARS N28°22'01"W 87.74 FEET; (4) THENCE N00°48'20"E 36.55 FEET; (5) THENCE NORTHEASTERLY 70.64 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS N34°31'57"E 66.63 FEET; (6) THENCE N36°04'20"E 17.83 FEET; (7) THENCE NORTHEASTERLY 121.69 FEET ALONG THE ARC OF A 149.35 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS N44°55'00"E 118.35 FEET; (8) THENCE N21°34'26"E 536.29 FEET; (9) THENCE NORTHEASTERLY 74.13 FEET ALONG THE ARC OF A 135.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS N05°50'36"E 73.20 FEET; (10) THENCE N09°53'13"W 250.78 FEET TO THE SOUTHERLY BOUNDARY LINE OF SPRING HOLLOW ESTATES PHASE 2 SUBDIVISION; THENCE N73°28'00"E 25.29 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE EXTENSION OF THE WESTERLY BOUNDARY LINE OF THE U.S. FOREST SERVICE AS RECORDED IN BOOK 3030 AT PAGE 768 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING N10°02'47"W 4.93 FEET FROM A FOUND STANDARD USFS MONUMENT MARKED "AP A"; THENCE S10°02'47"E 260.17 FEET TO "AP B" OF SAID WESTERLY BOUNDARY LINE, SAID POINT BEING S10°04'47"E 88.00 FEET FROM A FOUND STANDARD USFS MONUMENT MARKED WITNESS CORNER TO "AP B"; THENCE S19°36'56"W 347.51 FEET TO A FOUND STANDARD USFS MONUMENT MARKED "AP C"; THENCE S21°36'32"W 141.96 FEET TO A FOUND STANDARD USFS MONUMENT MARKED "AP D"; THENCE S04°12'01"E 330.88 FEET TO A FOUND STANDARD USFS MONUMENT MARKED "AP E"; THENCE S01°51'15"W 268.94 FEET TO A FOUND STANDARD USFS MONUMENT MARKED "AP F"; THENCE S22°29'39"E 238.04 FEET TO A FOUND STANDARD USFS MONUMENT MARKED "AP G", SAID POINT ALSO BEING ON THE SECTION LINE; THENCE S89°10'22"W 20.06 FEET ALONG THE SECTION LINE TO THE EASTERLY BOUNDARY LINE OF DEER RIDGE AT HIDDEN SPRINGS SUBDIVISION; THENCE THE FOLLOWING THREE COURSES ALONG SAID EASTERLY BOUNDARY LINE: (1) THENCE N22°21'43"W 238.21 FEET; (2) THENCE N01°56'01"E 122.33 FEET; (3) THENCE N88°03'59"W 53.11 FEET TO THE POINT OF BEGINNING. CONTAINS 1.885 ACRES AND 4 LOTS.

Tax I.D.'s: 07-257-0001 through 07-257-0045

Exhibit B
Bylaws

AMENDED & RESTATED BYLAWS
OF
FRUIT HEIGHTS HIDDEN SPRINGS MASTER HOMEOWNERS
ASSOCIATION, INC.

The following are the Amended & Restated Bylaws of Fruit Heights Hidden Springs Master Homeowners Association, Inc. ("Bylaws"), a Utah nonprofit corporation ("Master Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded with the Davis County Recorder. Upon recordation of these Bylaws, they are binding upon the Master Association and all present and future Owners and/or occupants.

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Condition and Restrictions for Hidden Springs Master Community of even date and recorded in the Official Records of the Davis County Recorder's Office (hereinafter referred to as the "Master Declaration"), and as the same may be amended from time to time as therein provided.

ARTICLE II
MEETINGS OF OWNERS

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of the total membership. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Master Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be provided via: (1) email, or (2) other approved electronic communication. Notice shall be provided at least ten (10) days but no more than sixty (60) days prior to an Annual or Special Meeting. Said notice is effective upon sending the email or electronic communication or upon depositing the notice in the U.S. mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner in the Master Association or upon the written request by the Master Association, Owners shall provide a valid email address for purpose of notification

related to the Master Association unless the Owner has opted out by providing a written request to the Master Association for notice by U.S. mail.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Master Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least ten percent (10%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Master Association for notice purposes

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board, including electronic delivery as provided for in the proxy form provided by the Master Association. Any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his/her absence another Board Member, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of Owners approving the action that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. The ballot must specify the period during which the Master Association shall accept written ballots for

counting. Following this period, the Master Association shall provide notice of whether such action was or was not approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and eligible to vote. With regard to any approval that requires a specified percentage of total membership, the total membership shall be calculated from the total number of Owners eligible to vote at the time such approval is sought.

The Master Association shall have one class of voting membership, and there shall only be one vote for each Lot in the Subdivision. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Master Association, that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Master Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Master Association shall be managed by a Board of Directors composed of five (5) individuals ("Board"). Directors shall serve for a term of two years; provided, however, that initially the Board shall identify two of the five Directors to serve for a one-year term. Thereafter, all Directors elected shall serve for a two year term. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Dwelling. Notwithstanding, only one member of a single household can be a member of the Board at any one time. Members of the Board may also be present Board Members of a Neighborhood Association. Notwithstanding, situations could arise between the Master Association and Neighborhood Association, where individual Board Members may need to recuse themselves from certain votes and/or decisions.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Master Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next Annual or Special Meeting of Owners to elect a replacement.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Master Association. However, any Director may be reimbursed for his actual and approved expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board may take appropriate action to develop, implement and update procedures for record retention and may do so by adoption of Rules or procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board of Directors may be made by the Board or by Owners in advance or from the floor at the annual meeting.

Section 4.2 Election. The election of Directors may be by written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any three (3) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business.

Section 5.4 Conduct of Meetings. The President, or another Director in his absence, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes (subject to any record retention policy) and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Master Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority and responsibility to a manager and/or officers.

Section 6.2 Neighborhoods & Neighborhood Associations. The Board shall have the power to adopt Rules and procedures with regard to reasonable and necessary oversight of Neighborhood or Neighborhood Association operations.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of the Master Association shall be a president, vice-president, secretary, treasurer and such other office as designated by the Board, who shall at all times be members of the Board.

Section 7.2 Election of Officers. The election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Multiple Offices. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. The Board may by resolution adopt and identify the respective duties of the officers. The Board may also utilize a manager to assist in these duties. The Board may also adopt rules and policies governing the signing of checks, approval of invoices, deposit of accounts, limits on spending without Board approval and other policies governing the accounts and funds of the Master Association.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Control Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX CONDUCT AT MASTER ASSOCIATION MEETINGS

Section 9.1 Recording. No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Master Association or Board meeting, work session, or similar event regardless of the location of such event.

ARTICLE X INDEMNIFICATION

Section 10.1 Indemnification. No director, officer, or member of a committee shall be personally liable for any obligations of the Master Association or for any duties or obligations arising out of any acts or conduct of said director, officer, or committee member performed for or on behalf of the Master Association. The Master Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a director or officer of the Master Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a director, officer or committee member of the Master Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Master Association to indemnify or reimburse such person in any proper case.

Section 10.2 Settlement. The right of any person to be indemnified shall be subject to the right of the Master Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Master Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE XI WAIVER OF PROCEDURAL IRREGULARITIES

Section 11.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or

- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 30 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 30 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 11.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 11.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or Utah law.

ARTICLE XII AMENDMENTS/ ORDER OF PRECEDENCE

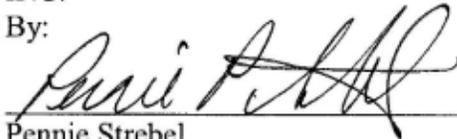
Section 12.1 Amendment. Any amendment to these Bylaws shall require the consent of at least fifty-one percent (51%) of the total eligible votes in the Master Association.

ARTICLE XIII FISCAL YEAR

Section 13.1 Fiscal Year. The fiscal year of the Master 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. The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Davis County Recorder, State of Utah.

FRUIT HEIGHTS HIDDEN SPRINGS MASTER HOMEOWNERS ASSOCIATION,
INC.

By:



Pennie Strebel

Its: Board Member

