

1472 Federal Nts
8U103

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A M E N D E D
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS



Clover Hollow 4-Plex
Planned Unit Development

THIS DECLARATION, MADE THIS 24th DAY OF APRIL, 1979, BY GARTH FARR HEINER, AN INDIVIDUAL, HEREINAFTER REFERRED TO AS "DECLARANT":

W I T N E S S E T H:

WHEREAS, DECLARANT IS THE OWNER OF THE REAL PROPERTY IN THE CITY OF SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS:

LOTS 1 THROUGH 12, INCLUSIVE, LOT 13 (COMMON AREA)
LOTS 14-26, INCLUSIVE, AND LOT 27 (COMMON AREA) OF
CLOVER HOLLOW PLANNED UNIT DEVELOPMENT #1 & #2
AT 5185 SOUTH 700 WEST, MURRAY, UTAH.

WHEREAS DECLARANT HAS DEEMED IT DESIRABLE TO IMPOSE A GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF SAID REAL PROPERTY, AND SUCH ADDITIONS THERETO AS MAY BE MADE PURSUANT TO ARTICLE X HEREOF ("ADDITIONS") AND THE ADOPTION AND ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS UPON SAID REAL PROPERTY AND ADDITIONS AND UPON THE USE, OCCUPANCY AND ENJOYMENT THEREOF, ALL FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SAID REAL PROPERTY AND ADDITIONS: AND

WHEREAS, DECLARANT HAS DEEMED IT DESIRABLE FOR THE EFFICIENT PRESERVATION OF THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SAID REAL PROPERTY AND ADDITIONS TO CREATE A CORPORATION TO WHICH SHOULD BE DELEGATED AND ASSIGNED THE POWERS OF MAINTAINING AND ADMINISTERING THE COMMON AREA AND ADMINISTERING AND ENFORCING THESE COVENANTS, CONDITIONS AND RESTRICTIONS, AND COLLECTING AND DISBURSING FUNDS PURSUANT TO THE ASSESSMENT AND CHARGES HEREINAFTER CREATED AND REFERRED TO; AND

WHEREAS, CLOVER HOLLOW COMMUNITY ASSOCIATION, A NONPROFIT CORPORATION HAS BEEN INCORPORATED UNDER THE LAWS OF THE STATE OF UTAH FOR THE PURPOSE OF EXERCISING THE POWERS AND FUNCTIONS AFORESAID; AND

WHEREAS DECLARANT WILL CONVEY TITLE TO ALL OF SAID REAL PROPERTY SUBJECT TO CERTAIN PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS HEREINAFTER SET FORTH;

NOW, THEREFORE, DECLARANT HEREBY COVENANTS, AGREES AND DECLARES THAT ALL OF SAID REAL PROPERTY AND SUCH ADDITIONS THERETO AS MAY BE MADE PURSUANT TO ARTICLE X HEREOF SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS WHICH ARE HEREBY DECLARED TO BE FOR THE BENEFIT OF ALL OF THE REAL PROPERTY DESCRIBED HEREIN AND ADDITIONS THERETO, AND THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS. THESE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS SHALL RUN WITH THE SAID REAL PROPERTY AND SHALL BE BINDING ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED REAL PROPERTY OR ANY PART THEREOF AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF AND ARE

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IMPOSED UPON SAID REAL PROPERTY AND EVERY PART THEREOF AS A SERVITUDE IN FAVOR OF EACH AND EVERY PARCEL THEREOF AS THE DOMINANT TENEMENT OR TENEMENTS.

ARTICLE I
DEFINITIONS

THE FOLLOWING TERMS USED IN THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE APPLICABLE TO THIS DECLARATION AND ALSO TO ANY SUPPLEMENTAL DECLARATION RECORDED PURSUANT TO ARTICLE X HEREOF AND ARE DEFINED AS FOLLOWS:

SECTION 1: "ASSOCIATION" SHALL MEAN AND REFER TO CLOVER HOLLOW COMMUNITY ASSOCIATION, A NONPROFIT CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF UTAH, ITS SUCCESSORS AND ASSIGNS.

SECTION 2: "PROPERTY" SHALL REFER TO ALL OF THE REAL PROPERTY KNOWN AS, DESCRIBED AND INCLUDED IN PHASE I (DEFINED HEREIN BELOW) TOGETHER WITH SUCH ADDITIONS THERETO AS MAY BECOME SUBJECT TO THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION PURSUANT TO THE PROVISIONS OF ARTICLE X HEREOF.

SECTION 3: "COMMON AREAS" AND ALL IMPROVEMENTS THEREON MEAN LOT 13 AND LOT 27 AS SET FORTH ON CLOVER HOLLOW P.U.D, PLATS I & II RESPECTIVELY. ON THE SUPPLEMENTAL CONDOMINIUM PLATS TO BE SUBSEQUENTLY FILED, THE "COMMON AREAS" ARE SET FORTH IN DETAIL BY SHADING ALL PRIVATE AND LIMITED OWNERSHIP.

SECTION 4: "LOT" SHALL MEAN AND REFER TO ANY NUMBERED PLOT OF LAND SHOWN UPON ANY RECORDED PLANNED UNIT DEVELOPMENT MAP OF THE PROPERTY OR ANY PORTION OR INTEREST THEREOF, BUT SHALL NOT MEAN OR INCLUDE COMMON AREAS AS DEFINED HEREINABOVE.

SECTION 5: "PHASE I" SHALL MEAN AND REFER TO LOTS 1 THROUGH 12 INCLUSIVE AND LOT 13 (COMMON AREA). "PHASE II" SHALL MEAN AND REFER TO LOTS 16 THROUGH 26 INCLUSIVE AND LOT 27 (COMMON AREA) AS SHOWN IN THE PLAT MAPS FOR PHASES I & II WHICH ARE RECORDED WITH THE SALT LAKE COUNTY RECORDER. PHASE I IS CLOVER HOLLOW PLANNED UNIT DEVELOPMENT #1 AND PHASE II CLOVER HOLLOW PLANNED UNIT DEVELOPMENT #2.

SECTION 6: "DIRECTOR" SHALL MEAN AND REFER TO THE WORD "TRUSTEE" AS DEFINED UNDER TITLE 76 OF UTAH NONPROFIT CORPORATION STATUTES.

SECTION 7: "MEMBER" SHALL MEAN AND REFER TO EVERY PERSON OR ENTITY WHO HOLDS MEMBERSHIP IN THE ASSOCIATION.

SECTION 8: "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT, OR CONDOMINIUM OWNERSHIP OF ANY FOURPLEX, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION. OWNERS ARE LIMITED TO ONE VOTE PER LOT.

SECTION 9: "DECLARANT" SHALL MEAN AND REFER TO GARTH FARR HEINER, AN INDIVIDUAL, HIS SUCCESSORS AND ASSIGNS.

SECTION 10: "DEED OF TRUST" OR "MORTGAGE" SHALL MEAN THE CONVEYANCE OF ANY LOT OR OTHER PORTION OR INTEREST IN THE PROPERTY TO SECURE THE PERFORMANCE OF AN OBLIGATION.

SECTION 11: "CONVEYANCE" SHALL MEAN AND REFER TO CONVEYANCE OF A FEE SIMPLE TITLE TO ANY LOT.

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KATE L. OXON
RECORDER
SALT LAKE COUNTY,
UTAH
APR 30 4 19 PM '79
REF
REQ OF
Garth Heiner
Evelyn Thompson

ARTICLE II
MEMBERSHIP

SECTION 1: MEMBERSHIP. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE OR UNDIVIDED FEE INTEREST IN ANY LOT WHICH IS SUBJECT BY THESE COVENANTS OR AMENDMENTS HEREOF OF RECORD TO ASSESSMENT BY THE ASSOCIATION, SHALL BE A MEMBER OF THE ASSOCIATION. THE TERMS AND PROVISIONS SET FORTH IN THIS DECLARATION, WHICH ARE BINDING UPON ALL OWNER OF ALL LOTS AND ALL MEMBERS IN THE ASSOCIATION, ARE NOT EXCLUSIVE, AS THE MEMBER SHALL, IN ADDITION, BE SUBJECT TO THE TERMS AND PROVISIONS OF THE ARTICLES OF INCORPORATION AND THE BY-LAWS OF THE ASSOCIATION. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES WHO HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE FEE OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT BY THE ASSOCIATION. OWNERSHIP OF SUCH LOT SHALL BE THE SOLE QUALIFICATION FOR MEMBERSHIP.

SECTION 2: TRANSFER. THE MEMBERSHIP HELD BY ANY OWNER OF A LOT SHALL NOT BE TRANSFERRED, PLEDGED OR ALIENATED IN ANY WAY, EXCEPT UPON THE SALE OR ENCUMBRANCE OF SUCH LOT, AND THEN ONLY TO THE PURCHASER OR DEED OF TRUST HOLDER OR INTEREST OF SUCH A LOT. ANY ATTEMPT TO MAKE A PROHIBITED TRANSFER IS VOID, AND WILL NOT BE RELECTED UPON THE BOOKS AND RECORDS OF THE ASSOCIATION. IN THE EVENT THE OWNER OF ANY LOT SHOULD FAIL OR REFUSE TO TRANSFER THE MEMBERSHIP REGISTERED IN HIS NAME TO THE PURCHASER OF SUCH LOT, THE ASSOCIATION SHALL HAVE THE RIGHT TO RECORD THE TRANSFER UPON THE BOOKS OF THE ASSOCIATION.

SECTION 3: VOTING RIGHTS. THE ASSOCIATION SHALL HAVE TWO (2) CLASSES OF VOTING MEMBERSHIP:

CLASS A: CLASS A MEMBERS SHALL BE ALL THOSE OWNERS AS DEFINED IN SECTION 1 OF THIS ARTICLE II ABOVE WITH THE EXCEPTION OF THE DECLARANT. CLASS A MEMBERS SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT IN WHICH THEY HOLD THE INTEREST REQUIRED FOR MEMBERSHIP BY SECTION 1. WHEN MORE THAN ONE PERSON HOLD SUCH INTEREST IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXCERISED AS THEY AMONG THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT.

CLASS B: THE CLASS B MEMBER SHALL BE THE DECLARANT. THE CLASS B MEMBER SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT IN WHICH IT HOLDS THE INTEREST REQUIRED FOR MEMBERSHIP BY SECTION 1; PROVIDED THAT THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

- (A) WHEN THE TOTAL VOTE'S OUTSTANDING IN THE CLASS A MEMBERSHIP EQUAL THIRTEEN (13) OR
- (B) ON JULY 1, 1981.

ALL VOTING RIGHTS SHALL BE SUBJECT TO THE RESTRICTIONS AND LIMITATIONS PROVIDED HEREIN AND IN THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION.

ARTICLE III
CONDOMINIUM AND OWNER OCCUPANCY

SECTION 1: ONE CONDOMINIUM IN EACH 4-PLEX SHALL BE OWNER-OCCUPIED BY JULY, 1982.

SECTION 2: VOTING OF OWNERS OUTSIDE THE ROLE OF "MEMBER" IS LIMITED TO ONE VOTE PER LOT. THE EXPLANATION OF "OWNER VOTING," ARTICLE II, SECTION 3A IS INCORPORATED BY REFERENCE FOR FULL EXPLANATION.

SECTION 3: EACH APARTMENT WITHIN EACH FOURPLEX MAY BE SOLD, TRANSFERRED, LEASED, OR OTHERWISE CONVEYED AS A CONDOMINIUM WITH ALL RIGHTS OF OWNERSHIP.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1: MEMBERS' RIGHTS OF ENJOYMENT. EVERY MEMBER SHALL HAVE A RIGHT OF ENJOYMENT IN AND TO THE COMMON AREAS AND SUCH RIGHT SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO EVERY ASSESSED LOT, SUBJECT TO THE FOLLOWING PROVISIONS:

- (A) THE RIGHT OF THE ASSOCIATION TO LIMIT THE NUMBER OF GUESTS OR MEMBERS.
- (B) THE RIGHT OF THE ASSOCIATION TO ESTABLISH UNIFORM RULES AND REGULATIONS PERTAINING TO THE USE OF THE COMMON AREAS AND THE RECREATIONAL FACILITIES THEREOF.
- (C) THE RIGHT OF THE ASSOCIATION, IN ACCORDANCE WITH ITS ARTICLES OF INCORPORATION AND BY-LAWS, TO BORROW MONEY FOR THE PURPOSE OF IMPROVING THE COMMON AREAS AND FACILITIES AND IN AID THEREOF, TO MORTGAGE SAID PROPERTY, PROVIDED THAT THE RIGHTS OF SUCH MORTGAGES SHALL BE SUBORDINATE TO THE RIGHTS OF THE MEMBERS.
- (D) THE RIGHT OF THE ASSOCIATION TO SUSPEND THE VOTING RIGHTS AND RIGHT TO USE THE RECREATIONAL FACILITIES BY A MEMBER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS LOT REMAINS UNPAID AND DELINQUENT; AND FOR A PERIOD NOT TO EXCEED THIRTY (30) DAYS FOR ANY SINGLE INFRACTION OF THE RULES AND REGULATIONS OF THE ASSOCIATION, PROVIDED THAT ANY SUSPENSION OF SUCH VOTING RIGHTS OR RIGHT TO USE THE RECREATIONAL FACILITIES, EXCEPT FOR FAILURE TO PAY ASSESSMENTS, SHALL BE MADE ONLY BY THE ASSOCIATION OR DULY APPOINTED COMMITTEE THEREOF, AFTER NOTICE AND HEARING GIVEN AND HELD IN ACCORDANCE WITH THE BY-LAWS OF THE ASSOCIATION.
- (E) THE RIGHT OF THE ASSOCIATION TO DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREAS TO ANY PUBLIC AGENCY, AUTHORITY OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. NO SUCH DEDICATION OR TRANSFER SHALL BE EFFECTIVE UNLESS AN INSTRUMENT SIGNED BY MEMBERS ENTITLED TO CAST TWO-THIRDS OF THE VOTES OF THE MEMBERSHIP HAS BEEN RECORDED, AGREEING TO SUCH DEDICATION OR TRANSFER, AND UNLESS WRITTEN NOTICE OF THE PROPOSED ACTION IS SENT EVERY MEMBER NOT LESS THAN THIRTY (30) NOR MORE THAN SIXTY (60) DAYS IN ADVANCE.
- (F) THE RIGHT OF THE DECLARANT (AND ITS SALES AGENTS AND REPRESENTATIVES) TO THE NON-EXCLUSIVE USE OF THE COMMON AREAS AND THE FACILITIES THEREOF, FOR DISPLAY AND EXHIBIT PURPOSES IN CONNECTION WITH THE SALE OF RESIDENTIAL UNITS WITHIN THE PROPERTY, WHICH RIGHT DECLARANT HEREBY RESERVES; PROVIDED, HOWEVER, THAT SUCH USE SHALL NOT CONTINUE FOR A PERIOD OF MORE THAN THREE (3) YEARS AFTER THE CONVEYANCE OF THE COMMON AREAS WITHIN PHASE I TO THE ASSOCIATION, OR THE SALE OF ALL THE RESIDENTIAL LOTS WITHIN THE PROPERTY, WHICHEVER IS THE EARLIER; PRO-

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VIDED, FURTHER, THAT NO SUCH USE BY DECLARANT OR ITS SALES AGENTS OR REPRESENTATIVES SHALL OTHERWISE UNREASONABLY RESTRICT THE MEMBERS IN THEIR USE AND ENJOYMENT OF THE COMMON AREAS OR FACILITIES THEREON.

SECTION 2: DELEGATION OF USE. ANY MEMBER MAY DELEGATE, IN ACCORDANCE WITH THE BY-LAWS, HIS RIGHT OR ENJOYMENT TO THE COMMON AREAS AND FACILITIES TO THE MEMBERS OF HIS FAMILY, HIS TENANTS OR CONTRACT PURCHASERS WHO RESIDE ON THE PROPERTY.

SECTION 3: WAIVER OF USE. NO MEMBER MAY EXEMPT HIMSELF FROM PERSONAL LIABILITY FOR ASSESSMENTS DULY LEVIED BY THE ASSOCIATION, NOR RELEASE THE LOT OWNED BY HIM FROM THE LIENS AND CHARGES HEREOF, BY WAIVER OF THE USE AND ENJOYMENT OF THE COMMON AREAS AND THE FACILITIES THEREON OR BY ABANDONMENT OF HIS LOT.

SECTION 4: COMMON PROPERTIES. PRIOR TO THE COMPLETION OF THE PLANNED UNIT DEVELOPMENT, DECLARANT SHALL CONVEY TO THE ASSOCIATION FEE SIMPLE TITLE TO THE COMMON AREAS, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT CURRENT REAL PROPERTY TAXES, WHICH TAXES SHALL BE PRORATED TO THE DATE OF TRANSFER, AND RESERVATIONS, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS THEN OF RECORD, INCLUDING THOSE SET FORTH IN THIS DECLARATION.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. THE DECLARANT, FOR EACH LOT OWNED BY IT WITHIN THE PROPERTY HEREBY COVENANTS AND AGREES TO PAY, AND EACH OWNER OF ANY LOT WITHIN THE PROPERTY BY ACCEPTANCE OF A DEED THEREFOR, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION: (1) REGULAR ASSESSMENTS OR CHARGES, AND (2) SPECIAL ASSESSEMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM TIME TO TIME AS HEREINAFTER PROVIDED. THE REGULAR AND SPECIAL ASSESSMENTS, TOGETHER WITH SUCH INTEREST THEREON AND COSTS OF COLLECTION THEREOF, AS HERINAFTER PROVIDED, SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT AGAINST WHICH EACH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT, TOGETHER WITH SUCH INTEREST, COSTS AND REASONABLE ATTORNEYS' FEES, SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH PROPERTY AT THE TIME WHEN THE ASSESSMENT FELL DUE. THE PERSONAL OBLIGATION SHALL NOT PASS TO HIS SUCCESSORS IN TITLE UNTIL EXPRESSLY ASSUMED BY THEM.

SECTION 2: PURPOSE OF ASSESSMENTS. THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY FOR THE PURPOSE OF PROMOTING THE RECREATION, HEALTH, SAFETY, AND WELFARE OF THE MEMBERS OF THE ASSOCIATION AND, IN PARTICULAR, FOR THE IMPROVEMENT AND MAINTENANCE OF THE PROPERTY, SERVICES AND FACILITIES DEVOTED TO THIS PURPOSE, OR TO THE PAYMENT TO OR REIMBURSEMENT OF OTHER AFFECTED PARTIES OR GOVERNMENTAL ENTITIES FOR THE IMPROVEMENT AND MAINTENANCE THEREOF, AND RELATED TO THE USE AND ENJOYMENT OF THE COMMON AREAS.

SECTION 3: REGULAR ASSESSMENTS. THE AMOUNT AND TIME OF PAYMENT OF REGULAR ASSESSMENTS SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION PURSUANT TO THE ARTICLES OF INCORPORATION AND BY-LAWS OF SAID ASSOCIATION AFTER GIVING DUE CONSIDERATION TO THE CURRNET MAINTENANCE COSTS AND FUTURE NEEDS OF THE ASSOCIATION. WRITTEN NOTICE OF THE AMOUNT OF AN ASSESSMENT, REGULAR OR SPECIAL, SHALL BE SENT TO EVERY OWNER, AND THE DUE DATE FOR THE PAYMENT OF SAME SHALL BE SET FORTH IN SAID NOTICE.

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SECTION 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE REGULAR ASSESSMENTS, THE ASSOCIATION MAY LEVY IN ANY CALENDAR YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY, FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, UNEXPECTED REPAIR OR REPLACEMENT OF A DESCRIBED CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF TWO-THIRDS OF THE VOTES OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THIS PURPOSE (EXCLUDING THE VOTING POWER OF DECLARANT). WRITTEN NOTICE OF WHICH SHALL BE SENT TO ALL MEMBERS NOT LESS THAN THIRTY (30) DAY NOR MORE THAN SIXTY (60) DAYS IN ADVANCE OF THE MEETING, SETTING FORTH THE PURPOSE OF THE MEETING.

SECTION 5: UNIFORM RATE OF ASSESSMENT. BOTH REGULAR AND SPECIAL ASSESSMENTS SHALL BE FIXED AT A UNIFORM RATE FOR ALL LOTS, AND SUCH ASSESSMENTS MAY BE COLLECTED ON A MONTHLY BASIS OR IN SUCH OTHER MANNER AS THE BOARD MAY FROM TIME TO TIME ESTABLISH.

SECTION 6: DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS AND FIXING THEREOF. THE REGULAR ASSESSMENTS PROVIDED FOR HEREIN SHALL COMMENCE AS TO ALL LOTS IN PHASE I ON THE FIRST DAY OF THE MONTH FOLLOWING THE CONVEYANCE OF THE FIRST LOT IN SAID PHASE I IMPROVED WITH A CONDO-DWELLING TO AN INDIVIDUAL OWNER. THE REGULAR ASSESSMENTS AS TO LOTS ADDED HEREAFTER TO PHASE I, PROVIDED SAID LOTS SHALL HAVE BECOME SUBJECT TO ASSESSMENT BY THE ASSOCIATION, SHALL COMMENCE WITH RESPECT TO ALL LOTS WITHIN SUCH ADDED PROPERTY ON THE FIRST DAY OF THE MONTH FOLLOWING THE CONVEYANCE OF THE FIRST LOT IMPROVED WITH A CONDOMINIUM DWELLING IN SUCH ADDED PROPERTY TO AN INDIVIDUAL OWNER. PROVIDED, HOWEVER, THAT THE ASSOCIATION, BY A MAJORITY VOTE OF ITS BOARD OF DIRECTORS, MAY EXTEND THE COMMENCEMENT DATE OF REGULAR ASSESSMENTS TO A DATE NOT LATER THAN TWO (2) MONTHS FOLLOWING THE COMPLETION OF ALL IMPROVEMENTS AND LANDSCAPING WITHIN THE COMMON AREAS, OR TWO (2) MONTHS FROM THE DATE OF CONVEYANCE OF THE COMMON AREA TO THE ASSOCIATION, WHICHEVER IS LATER, IF DECLARANT, BY A WRITTEN AGREEMENT WITH THE ASSOCIATION, COMMITS ITSELF TO MAINTAIN THE COMMON AREAS UNTIL SUCH DATE.

THE REGULAR ASSESSMENTS FOR THE FIRST YEAR OF ASSESSMENT SHALL BE, AND THEY HEREBY ARE, LEVIED AND FIXED AT THE RATE OF TWO HUNDRED FORTY DOLLARS (\$240.00) PER LOT AND SHALL BE IN AN AMOUNT WHICH BEARS THE SAME RELATIONSHIP TO SAID ASSESSMENT AS THE REMAINING NUMBER OF MONTHS IN THAT YEAR BEAR TO TWELVE; PROVIDED, THAT AFTER CONSIDERATION OF CURRENT MAINTENANCE COSTS AND FUTURE NEEDS OF THE ASSOCIATION SAID ASSESSMENT MAY BE REDUCED BY RESOLUTION OF THE BOARD. THE SAME PRORATION IN THE AMOUNT OF ASSESSMENT SHALL APPLY TO THE FIRST ASSESSMENT LEVIED ON ANY LOT WHICH IS ADDED HEREAFTER AT ANY TIME OTHER THAN THE BEGINNING OF ANY CALENDAR YEAR PERIOD.

THE DUE DATE OF ANY SPECIAL ASSESSMENT UNDER SECTION 4 HEREOF SHALL BE FIXED IN THE RESOLUTION AUTHORIZING SUCH ASSESSMENT.

SECTION 7: DUTIES OF THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL FIX THE AMOUNT OF THE REGULAR AND SPECIAL ASSESSMENT AGAINST EACH LOT FOR EACH ANNUAL ASSESSMENT PERIOD AT LEAST THIRTY (30) DAYS IN ADVANCE OF SUCH PERIOD AND SHALL AT THAT TIME, PREPARE A ROSTER OF

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THE LOTS WITHIN THE PROPERTY AND REGULAR AND SPECIAL ASSESSMENTS APPLICABLE THERETO WHICH SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE OPEN TO INSPECTION BY ANY OWNER DURING NORMAL BUSINESS HOURS.

WRITTEN NOTICE OF THE ANNUAL AND SPECIAL ASSESSMENTS SHALL BE SENT TO EVERY OWNER SUBJECT THERETO AT LEAST FIFTEEN (15) DAYS IN ADVANCE OF EACH ANNUAL ASSESSMENT PERIOD.

UPON DEMAND, THE ASSOCIATION SHALL FURNISH TO ANY OWNER LIABLE FOR THE PAYMENT OF ANNUAL OR SPECIAL ASSESSMENTS A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION SETTING FORTH WHETHER SAID ASSESSMENTS OR ANY PORTION THEREOF HAVE BEEN PAID. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENTS OR PORTION THEREOF THEREIN STATED TO HAVE BEEN PAID. A REASONABLE CHARGE MAY BE MADE BY THE BOARD FOR THE ISSUANCE OF ANY SUCH CERTIFICATE.

SECTION 8: EXEMPT PROPERTY. THE FOLLOWING PROPERTY SUBJECT TO THIS DECLARATION SHALL BE EXEMPT FROM THE ASSESSMENTS CHARGE AND LIEN CREATED HEREIN: (A) ALL PROPERTIES DEDICATED TO AND ACCEPTED BY A LOCAL PUBLIC AUTHORITY; (B) THE COMMON AREAS; AND (C) ALL PROPERTIES OWNED BY A CHARITABLE OR NON-PROFIT ORGANIZATION EXEMPT FROM TAXATION BY THE LAWS OF THE STATE OF UTAH. HOWEVER, NO LAND OR IMPROVEMENTS DEVOTED TO DWELLING USE SHALL BE EXEMPT FROM SAID ASSESSMENTS.

ARTICLE VI
NON-PAYMENT OF ASSESSMENTS

SECTION 1: DELINQUENCY. ANY ASSESSMENT PROVIDED FOR IN THIS DECLARATION, WHICH IS NOT PAID WHEN DUE, SHALL BE DELINQUENT. WITH RESPECT TO EACH ASSESSMENT NOT PAID WITHIN FIFTEEN (15) DAYS AFTER ITS DUE DATE, THE ASSOCIATION MAY, AT ITS ELECTION, REQUIRE THE OWNER TO PAY A "LATE CHARGE" IN A SUM TO BE DETERMINED BY THE ASSOCIATION, BUT NOT TO EXCEED TEN DOLLARS (\$10.00) PER EACH DELINQUENT ASSESSMENT. IF ANY SUCH ASSESSMENT IS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DELINQUENCY DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF TEN PERCENT (10%) PER ANNUM, AND THE ASSOCIATION MAY, AT ITS OPTION, BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME, OR, UPON COMPLIANCE WITH THE NOTICE PROVISIONS SET FORTH IN SECTION 2 HEREOF, TO FORECLOSE THE LIEN (PROVIDED FOR IN SECTION 1 OF ARTICLE IV HEREOF) AGAINST THE LOT, AND THERE SHALL BE ADDED TO THE AMOUNT OF SUCH ASSESSMENT THE LATE CHARGE, THE COSTS OF PREPARING AND FILING THE COMPLAINT IN SUCH ACTION, AND IN THE EVENT A JUDGMENT IS OBTAINED, SUCH JUDGMENT SHALL INCLUDE SAID INTEREST AND REASONABLE ATTORNEYS' FEES, TOGETHER WITH THE COSTS OF ACTION. EACH OWNER VESTS IN THE ASSOCIATION OR ITS ASSIGNS, THE RIGHT AND POWER TO BRING ALL ACTIONS AT LAW OR LIEN FORECLOSURE AGAINST SUCH OWNER OR OTHER OWNERS OFR THE COLLECTION OF SUCH DELINQUENT ASSESSMENTS.

SECTION 2: NOTICE OF LIEN. NO ACTION SHALL BE BROUGHT TO FORECLOSE SIAD ASSESSMENT LIEN OR TO PROCEED UNDER THE POWER OF SALE HEREIN PROVIDED LESS THAN THIRTY (30) DAYS AFTER THE DATE A NOTICE OF CLAIM OF LIEN IS DEPOSITED IN THE UNITED STATES MAIL, CERTIFIED OR REGISTERED, POSTAGE PREPAID, TO THE OWNER OF SAID LOT, AND A COPY THEREOF IS RECORDED BY THE ASSOCIATION IN THE OFFICE OF THE COUNTY RECORDER IN WHICH THE PROPERTY IS LOCATED; SAID NOTICE OF CLAIM MUST RECITE A

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GOOD AND LEGAL DESCRIPTION OF ANY SUCH LOT, THE RECORD OWNER OR REPUTED OWNER THEREOF, THE AMOUNT CLAIMED (WHICH SHALL INCLUDE INTEREST ON THE UNPAID ASSESSMENT, AT THE RATE OF TEN PERCENT (10%) PER ANNUM PLUS REASONABLE ATTORNEYS' FEES AND EXPENSES OF COLLECTION IN CONNECTION WITH THE DEBT SECURED BY SAID LIEN, AND THE NAME AND ADDRESS OF THE CLAIMANT.)

SECTION 3: FORECLOSURE SALE. ANY SUCH SALE PROVIDED FOR ABOVE IS TO BE CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE CIVIL CODE OF THE STATE OF UTAH, APPLICABLE TO THE EXERCISE OF POWERS OF SALE IN MORTGAGES AND DEEDS OF TRUST, OR IN ANY OTHER MANNER PERMITTED OR PROVIDED BY LAW. THE ASSOCIATION, THROUGH ITS DULY AUTHORIZED AGENTS, SHALL HAVE THE POWER TO BID ON THE LOT AT FORECLOSURE SALE, AND TO ACQUIRE AND HOLD, LEASE, MORTGAGE AND CONVEY THE SAME.

SECTION 4: CURING OF DEFAULT. UPON THE TIMELY CURING OF ANY DEFAULT FOR WHICH A NOTICE OF CLAIM OF LIEN WAS FILED BY THE ASSOCIATION, THE OFFICERS OF THE ASSOCIATION ARE HEREBY AUTHORIZED TO FILE OR RECORD, AS THE CASE MAY BE, AN APPROPRIATE RELEASE OF SUCH NOTICE, UPON PAYMENT BY THE DEFAULTING OWNER OF A FEE, TO BE DETERMINED BY THE ASSOCIATION, BUT NOT TO EXCEED TWENTY-FIVE DOLLARS (\$25.00), TO COVER THE COSTS OF PREPARING AND FILING OR RECORDING SUCH RELEASE TOGETHER WITH THE PAYMENT OF SUCH OTHER COSTS, INTEREST OR FEES AS SHALL HAVE BEEN INCURRED.

SECTION 5: CUMULATIVE REMEDIES. THE ASSESSMENT LIEN AND THE RIGHTS TO FORECLOSURE AND SALE THEREUNDER SHALL BE IN ADDITION TO AND NOT IN SUBSTITUTION FOR ALL OTHER RIGHTS AND REMEDIES WHICH THE ASSOCIATION AND ITS ASSIGNS MAY HAVE HEREUNDER AND BY LAW, INCLUDING A SUIT TO RECOVER A MONEY JUDGMENT FOR UNPAID ASSESSMENTS, AS ABOVE PROVIDED.

SECTION 6: SUBORDINATION OF THE LIEN TO MORTGAGES. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY DEED OF TRUST OR MORTGAGE NOW OR HEREAFTER PLACED UPON ANY OF THE LOTS WITHIN THE PROPERTY SUBJECT TO ASSESSMENT: PROVIDED, HOWEVER, THAT SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO A SALE OR TRANSFER OF SUCH LOT PURSUANT TO A DECREE OF FORECLOSURE, OR ANY OTHER PROCEEDING IN LIEU OF FORECLOSURE. SUCH SALE OR TRANSFER SHALL NOT RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE, NOR FROM THE LIEN OF ANY SUCH SUBSEQUENT ASSESSMENT.

ARTICLE VII ARCHITECTURAL CONTROL

SECTION 1: ARCHITECTURAL APPROVAL. NO BUILDING, FENCE, WALL OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON THE PROPERTY, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION TO SUCH STRUCTURE OR THE COLOR THEREOF, INCLUDING, WITHOUT LIMITATION, PATIO COVERS AND ANTENNAS, BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, COLOR AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY THE ARCHITECTURAL COMMITTEE PROVIDED FOR IN SECTION 2 OF THIS ARTICLE VII, PROVIDED THAT DECLARANT, AND ITS SUCCESSORS OR ASSIGNS, AND THOSE WHO PARTICIPATE IN THE ORIGINAL CONSTRUCTION OF THE PROPERTY SHALL NOT BE REQUIRED TO COMPLY WITH THE PROVISIONS

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OF THIS SECTION; AND PROVIDED, FURTHER, THAT STRUCTURES, NO PORTION OF WHICH IS VISIBLE FROM THE STREET OR COMMON AREA NEAREST THE PROPERTY FROM A HEIGHT OF SIX (6) FEET OR LESS, SHALL NOT BE SUBJECT TO SUCH ARCHITECTURAL APPROVAL. THIS REQUIREMENT IS IN ADDITION TO ANY OTHER REQUIREMENTS FOR APPROVALS OR PERMITS REQUIRED BY ANY APPROPRIATE GOVERNMENTAL ENTITY. IN THE EVENT SAID COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED, AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. ALL SUCH PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN WRITING OVER THE SIGNATURE OF THE OWNER OF THE PROPERTY OR ITS AUTHORIZED AGENT. APPROVAL SHALL BE BASED, AMONG OTHER THINGS, ON ADEQUACY OF SITE DIMENSIONS; CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH NEIGHBORING STRUCTURES; EFFECT OF LOCATION AND GROUND ELEVATION OF THE PROPERTY BEING IMPOSED TO THAT OF NEIGHBORING PROPERTY; PROPER FACING OF MAIN ELEVATIONS WITH RESPECT TO NEARBY STREETS; PRESERVATION OF AESTHETIC BEAUTY; AND CONFORMITY OF THE PLANS AND SPECIFICATIONS TO THE PURPOSES AND GENERAL PLAN AND INTENT OF THIS DECLARATION. IN ANY EVENT, THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT TO REQUIRE ANY MEMBER TO REMOVE OR ALTER ANY STRUCTURE WHICH HAS NOT RECEIVED APPROVAL OR IS BUILT OTHER THAN PER THE APPROVED PLANS.

SECTION 2: APPOINTMENT OF ARCHITECTURAL COMMITTEE. THE DECLARANT SHALL INITIALLY APPOINT THE ARCHITECTURAL COMMITTEE. CONSISTING OF NOT LESS THAN THREE (3) MEMBERS, WHO SHALL REMAIN IN OFFICE UNTIL: (A) FIVE (5) YEARS FROM THE DATE OF RECORDING OF THIS DECLARATION; OR (B) NINETY PERCENT (90%) OF THE LOTS IN THE PROPERTY HAVE BEEN CONVEYED, WHICHEVER SHALL FIRST OCCUR. FROM AND AFTER SUCH TIME OR EVENT, AS THE CASE MAY BE, THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND SHALL BE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE PRIOR TO THE TIME WHEN THE BOARD OF THE ASSOCIATION IS VESTED WITH AUTHORITY, THE DECLARANT SHALL HAVE THE RIGHT TO APPOINT SUCH MEMBER'S SUCCESSOR.

SECTION 3: NO LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, OR THE ARCHITECTURAL COMMITTEE OR THE MEMBERS THEREOF SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS OR SPECIFICATIONS TO THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS, AND EVERY OWNER OF ANY OF SAID PROPERTY AGREES THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL COMMITTEE, OR ANY OF THE MEMBERS THEREOF TO RECOVER ANY SUCH DAMAGE.

SECTION 4: NOTICE OF NONCOMPLIANCE OR NONCOMPLETION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AFTER THE EXPIRATION OF ONE (1) YEAR FROM THE DATE OF ISSUANCE OF A BUILDING PERMIT BY MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY FOR ANY IMPROVEMENT, SAID IMPROVEMENT SHALL, IN FAVOR OF PURCHASERS AND ENCUMBRANCES IN GOOD FAITH AND FOR VALUE, BE DEEMED TO BE IN COMPLIANCE WITH ALL PROVISIONS OF THIS ARTICLE VII, UNLESS ACTUAL NOTICE OF SUCH NONCOMPLIANCE OR NONCOMPLETION EXECUTED BY THE ARCHITECTURAL COMMITTEE, SHALL

APPEAR OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH, OR UNLESS LEGAL PROCEEDINGS SHALL HAVE BEEN INSTITUTED TO ENFORCE COMPLIANCE OR COMPLETION.

SECTION 5: RULES AND REGULATIONS. THE ARCHITECTURAL COMMITTEE MAY FROM TIME TO TIME, IN ITS SOLE DISCRETION, ADOPT, AMEND AND REPEAL RULES AND REGULATIONS INTERPRETING AND IMPLEMENTING THE PROVISIONS HEREOF.

SECTION 6: VARIANCES. WHERE CIRCUMSTANCES, SUCH AS TOPOGRAPHY, LOCATION OF PROPERTY LINES, LOCATION OF TREES, OR OTHER MATTERS REQUIRE, THE ARCHITECTURAL COMMITTEE, BY THE VOTE OR WRITTEN CONSENT OF A MAJORITY OF THE MEMBERS THEREOF, MAY ALLOW REASONABLE VARIANCES AS TO ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION UNDER THE JURISDICTION OF SUCH COMMITTEE PURSUANT TO THIS ARTICLE VII, ON SUCH TERMS AND CONDITIONS AS IT SHALL REQUIRE; PROVIDED, HOWEVER, THAT ALL SUCH VARIANCES SHALL BE IN KEEPING WITH THE GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF THE PROPERTY.

ARTICLE VIII
DUTIES AND POWERS OF THE ASSOCIATION

SECTION 1: DUTIES AND POWERS. IN ADDITION TO THE DUTIES AND POWERS ENUMERATED IN ITS ARTICLES OF INCORPORATION AND BY-LAWS, OR ELSEWHERE PROVIDED FOR HEREIN, AND WITHOUT LIMITING THE GENERALITY THEREOF, THE ASSOCIATION SHALL:

- (A) OWN, MAINTAIN AND OTHERWISE MANAGE ALL OF THE COMMON AREAS AND ALL FACILITIES, IMPROVEMENTS AND LANDSCAPING THEREON, AND ALL OTHER PROPERTY ACQUIRED BY THE ASSOCIATION.
- (B) PAY ANY REAL AND PERSONAL PROPERTY TAXES AND OTHER CHARGES ASSESSED AGAINST THE COMMON AREAS.
- (C) HAVE THE AUTHORITY TO OBTAIN, FOR THE BENEFIT OF ALL OF THE COMMON AREAS, ALL WATER, GAS AND ELECTRIC SERVICES AND REFUSE COLLECTION.
- (D) GRANT EASEMENTS WHERE NECESSARY FOR UTILITIES AND SEWER FACILITIES OVER THE COMMON AREAS TO SERVE THE COMMON AREAS AND THE LOTS.
- (E) MAINTAIN SUCH POLICY OR POLICIES OF INSURANCE AS THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY DEEM NECESSARY OR DESIRABLE IN FURTHERING THE PURPOSES OF AND PROTECTING THE INTEREST OF THE ASSOCIATION AND ITS MEMBERS.
- (F) HAVE THE AUTHORITY TO CONTRACT WITH A MANAGEMENT COMPANY FOR THE PERFORMANCE OF MAINTENANCE AND REPAIR AND FOR CONDUCTING OTHER ACTIVITIES ON BEHALF OF THE ASSOCIATION PROVIDED THAT SUCH CONTRACTS SHALL BE LIMITED TO A DURATION OF ONE (1) YEAR, EXCEPT WITH THE APPROVAL BY VOTE OR WRITTEN CONSENT OF MEMBERS ENTITLED TO EXERCISE NOT LESS THAN A MAJORITY OF THE VOTING POWER OF THE MEMBERSHIP OF THE ASSOCIATION.
- (G) HAVE THE POWER TO ESTABLISH AND MAINTAIN A WORKING CAPITAL AND CONTINGENCY FUND IN AN AMOUNT TO BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- (H) HAVE THE DUTY TO LANDSCAPE AND MAINTAIN THE LANDSCAPING UPON THE COMMON AREAS WITHIN THE PROPERTY. PRIOR TO THE CONVEYANCE OF ANY LOT IN THE REAL PROPERTY WHICH MAY BE ANNEXED TO AND BECOME SUBJECT TO THIS DECLARATION PURSUANT TO THE PROVISIONS OF ARTICLE X HEREOF, DECLARANT SHALL CAUSE TO BE PREPARED AND APPENDED TO THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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FOR SUCH ANNEXED REAL PROPERTY AN EXHIBIT SIMILAR TO EXHIBIT "A" HERETO SHOWING LOT PERIMETER WALLS FOR MAINTENANCE PURPOSES.

- (I) HAVE A DUTY TO MAINTAIN ALL DRAINAGE FACILITIES AND EASEMENTS OWNED BY THE ASSOCIATION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MURRAY.
- (J) HAVE A DUTY TO MAINTAIN ALL PRIVATE STREETS WITHIN THE COMMON AREAS WITHIN THE PROPERTY IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF MURRAY.
- (K) HAVE A DUTY TO SEE THAT THE LANDSCAPING IS MAINTAINED TO A STANDARD REPRESENTED BY THE VERY FINEST HOMES IN THE AREA.

ARTICLE IX
EASEMENTS

SECTION 1: THE RIGHTS AND DUTIES OF THE OWNERS OF LOTS WITHIN THE PROPERTY WITH RESPECT TO SANITARY SEWER AND WATER, ELECTRICITY, GAS AND TELEPHONE AND CABLE TELEVISION LINES AND DRAINAGE FACILITIES SHALL BE GOVERNED BY THE FOLLOWING:

- (A) WHEREVER SANITARY SEWER HOUSE CONNECTIONS AND/OR WATER HOUSE CONNECTIONS OR ELECTRICITY, GAS, OR TELEPHONE AND CABLE TELEVISION LINES OR DRAINAGE FACILITIES ARE INSTALLED WITHIN THE PROPERTY, WHICH CONNECTION LINES OR FACILITIES OR ANY PORTION THEREOF, LIE IN OR UPON LOTS OWNED BY THE ASSOCIATION OR OTHERS THAN THE OWNER OF A LOT SERVED BY SAID CONNECTIONS, LINES OR FACILITIES, SUCH OWNERS OF LOTS SERVED SHALL HAVE THE RIGHT, AND ARE HEREBY GRANTED AN EASEMENT TO THE FULL EXTENT NECESSARY THEREFOR, TO ENTER UPON THE LOTS OR TO HAVE UTILITY COMPANIES ENTER UPON THE LOTS WITHIN THE PROPERTY IN OR UPON WHICH SAID CONNECTIONS, LINES OR FACILITIES, OR ANY PORTION THEREOF, LIE, TO REPAIR, REPLACE AND GENERALLY MAINTAIN SAID CONNECTIONS AS AND WHEN THE SAME MAY BE NECESSARY AS SET FORTH BELOW.
- (B) WHEREVER SANITARY SEWER HOUSE CONNECTIONS AND/OR WATER HOSE CONNECTIONS OR ELECTRICITY, GAS OR TELEPHONE OR CABLE TELEVISION LINES OR DRAINAGE FACILITIES ARE INSTALLED WITHIN THE PROPERTY, WHICH CONNECTIONS SERVE MORE THAN ONE LOT, THE OWNER OR EACH LOT SERVED BY SAID CONNECTIONS SHALL BE ENTITLED TO THE FULL USE AND ENJOYMENT OF SUCH PORTIONS OF SAID CONNECTIONS AS SERVICE HIS LOT.

SECTION 2: EASEMENTS OVER THE LOTS AND COMMON AREAS FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, GAS AND SANITARY SEWER LINES AND DRAINAGE FACILITIES ARE HEREBY RESERVED BY DECLARANT, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER THE SAME.

SECTION 3: THERE IS HEREBY RESERVED TO DECLARANT OVER THE AREAS DEFINED IN ARTICLE VIII, SECTION 1(H) WITHIN THE PROPERTY, AN EASEMENT FOR LANDSCAPING AND MAINTENANCE OF THE LANDSCAPING AND MAINTENANCE OF LOT EXTERIOR WALLS BY THE ASSOCIATION.

SECTION 4: THERE IS HEREBY RESERVED TO DECLARANT OVER THE LOTS THE RIGHT TO EMPLACE ON, UNDER OR ACROSS SUCH PROPERTY, UNDERGROUND LINES AND OTHER FACILITIES FOR A COMMON ANTENNA TELEVISION SYSTEM, AND THEREAFTER THE RIGHT TO OWN AND CONVEY SAID LINES AND FACILITIES, AND THE RIGHT TO ENTER UPON THE PROPERTY

TO SERVICE MAINTAIN, REPAIR, RECONSTRUCT AND REPLACE SAID LINES OR FACILITIES; PROVIDED, HOWEVER, THAT THE EXERCISE OF SUCH RIGHTS DOES NOT UNREASONABLY INTERFERE WITH THE OWNER'S REASONABLE USE AND ENJOYMENT OF SAID LOT.

SECTION 5: THERE IS HEREBY RESERVED TO DECLARANT AN EASEMENT TO MAINTAIN ALL LANDSCAPING IN PHASE I AND PHASE II.

SECTION 6: THERE IS HEREBY RESERVED TO DECLARANT TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER THE SMAE TO OWNERS AND THE ASSOCIATION AN EASEMENT FOR INGRESS AND EGRESS OVER ALL PRIVATE STREETS WHICH FORM PART OF THE COMMON AREAS, SUBJECT TO THE RIGHT OF DEDICATION SPECIFIED IN ARTICLE IV, SECTION 1(E) OF THIS DECLARATION.

ARTICLE X
ANNEXATION OF ADDITIONAL PROPERTY

THE REAL PROPERTY DESCRIBED IN SECTION 1 OF THIS ARTICLE AND/OR ANY OTHER REAL PROPERTY, MAY BE ANNEXED TO THE PROPERTY AND BECOME SUBJECT TO THIS DECLARATION BY ANY OF THE METHODS SET FORTH HEREINAFTER IN THIS ARTICLE, AS FOLLOWS:

SECTION 1: ANNEXATION WITHOUT APPROVAL AND PURSUANT TO GENERAL PLAN. ALL OR ANY PART OF THE REAL PROPERTY DESCRIBED:

LAND ADJACENT TO CLOVER HOLLOW BUT NOT YET PURCHASED.

MAY BE ANNEXED TO AND BECOME SUBJECT TO THIS DECLARATION AND SUBJECT TO THE JURISDICTION AND A PART OF THE ASSOCIATION WITHOUT THE APPROVAL, ASSENT OR VOTE OF THE ASSOCIATION OR ITS MEMBERS, PROVIDING AND ON CONDITION THAT:

- (A) PRIOR TO THE CONVEYANCE OF TITLE TO THE LAST IMPROVED LOTS WITHIN THE REAL PROPERTY DESCRIBED IN THIS SECTION 1 OR ANY PORTION THEREOF, TO INDIVIDUAL PURCHASERS THEREOF, THE COMMON AREA WITHIN SAID REAL PROPERTY BEING ANNEXED SHALL BE CONVEYED TO THE ASSOCIATION, FREE AND CLEAR OF ANY AND ALL ENCUMBRANCES AND LIENS, EXCEPT CURRENT REAL PROPERTY TAXES, WHICH TAXES SHALL BE PRORATED TO THE DATE OF TRANSFER, AND EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS THEN OF RECORD, INCLUDING THOSE SET FORTH IN THIS DECLARATION.
- (B) A SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS DESCRIBED HEREINAFTER IN SECTION 3 OF THIS ARTICLE X, COVERING SAID REAL PROPERTY DESCRIBED IN THIS SECTION 1 OR ANY PORTION THEREOF, SHALL BE EXECUTED AND RECORDED BY THE DECLARANT, THE OWNER OF SAID REAL PROPERTY, OR ITS SUCCESSORS AND ASSIGNS. THE RECORDATION OF SAID SUPPLEMENTARY DECLARATION SHALL CONSTITUTE AND EFFECTUATE THE ANNEXATION OF THE SAID REAL PROPERTY AND SUBJECT THE REAL PROPERTY TO THIS DECLARATION AND SUBJECT THE REAL PROPERTY TO THE FUNCTIONS, POWERS AND JURISDICTION OF THE CLOVER HOLLOW COMMUNITY ASSOCIATION AND THEREAFTER ALL OF THE OWNERS OF LOTS IN SAID REAL PROPERTY SHALL AUTOMATICALLY BE MEMBERS OF THE CLOVER HOLLOW COMMUNITY ASSOCIATION.

SECTION 2: ANNEXATION PURSUANT TO APPROVAL. UPON APPROVAL IN WRITING OF THE ASSOCIATION, PURSUANT TO A TWO-THIRDS MAJORITY OF THE VOTING POWER OF ITS MEMBERS, OR THE WRITTEN ASSENT OF SUCH

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MEMBERS, EXCLUDING THE VOTING POWER OR WRITTEN ASSENT OF THE OWNER OF THE REAL PROPERTY DESCRIBED IN SECTION 1 OF THIS ARTICLE X, WHO DESIRES TO ADD SUCH PROPERTY TO THE PLAN OF THIS DECLARATION AND TO SUBJECT SUCH PROPERTY TO THE JURISDICTION OF THE ASSOCIATION, MAY FILE OF RECORD A SUPPLEMENTARY DECLARATION, AS DESCRIBED IN SECTION 3 OF THIS ARTICLE X.

SECTION 3: SUPPLEMENTARY DECLARATIONS. THE ADDITIONS AUTHORIZED UNDER THE FOREGOING SECTIONS SHALL BE MADE BY FILING OF RECORD A SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILAR INSTRUMENT, WITH RESPECT TO THE ADDITIONAL PROPERTY BEING ANNEXED WHICH SHALL EXTEND THE PLAN OF THIS DECLARATION TO SUCH PROPERTY.

SUCH SUPPLEMENTARY DECLARATIONS CONTEMPLATED ABOVE MAY CONTAIN SUCH COMPLEMENTARY ADDITIONS AND MODIFICATIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION AS MAY BE NECESSARY TO REFLECT THE DIFFERENT CHARACTER, IF ANY, OF THE ADDED PROPERTY AND AS ARE NOT INCONSISTENT WITH THE PLAN OF THIS DECLARATION. IN NO EVENT, HOWEVER, SHALL ANY SUCH SUPPLEMENTARY DECLARATION, MERGER OR CONSOLIDATION, REVOKE, MODIFY OR ADD TO THE COVENANTS ESTABLISHED BY THIS DECLARATION WITHIN THE EXISTING PROPERTY, EXCEPT AS HEREINAFTER OTHERWISE PROVIDED.

THE RECORDATION OF SAID SUPPLEMENTARY DECLARATION SHALL CONSTITUTE AND EFFECTUATE THE ANNEXATION OF THE SAID REAL PROPERTY DESCRIBED THEREIN, MAKING SAID REAL PROPERTY DESCRIBED THEREIN, MAKING SAID REAL PROPERTY SUBJECT TO THIS DECLARATION AND SUBJECT TO THE FUNCTIONS, POWERS AND JURISDICTIONS OF THE CLOVER HOLLOW COMMUNITY ASSOCIATION, AND THEREAFTER ALL OF THE OWNERS OF LOTS IN SAID REAL PROPERTY SHALL AUTOMATICALLY BE MEMBERS OF THE CLOVER HOLLOW COMMUNITY ASSOCIATION.

SECTION 4: MERGERS OR CONSOLIDATIONS. UPON A MERGER OR CONSOLIDATION OF THE ASSOCIATION, AS PROVIDED IN ITS ARTICLES OF INCORPORATION, ITS PROPERTIES, RIGHTS AND OBLIGATIONS MAY, BY OPERATION OF LAW, BE TRANSFERRED TO ANOTHER SURVIVING OR CONSOLIDATED ASSOCIATION OR, ALTERNATIVELY, THE PROPERTIES, RIGHTS AND OBLIGATIONS OF ANOTHER ASSOCIATION MAY, BY OPERATION OF LAW, BE ADDED TO THE PROPERTIES, RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AS A SURVIVING CORPORATION PURSUANT TO A MERGER. THE SURVIVING OR CONSOLIDATED ASSOCIATION MAY ADMINISTER THE COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHED BY THIS DECLARATION WITHIN THE EXISTING PROPERTY, TOGETHER WITH THE COVENANTS, AND RESTRICTIONS ESTABLISHED UPON ANY OTHER PROPERTY, AS ONE PLAN.

ARTICLE XI
USE RESTRICTIONS

SECTION 1: ALL LOTS IN PHASE 1&11, OTHER THAN COMMON AREAS, SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR NO PURPOSE OTHER THAN RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY SUCH RESIDENTIAL LOT OTHER THAN A BUILDING USED AS A FOUR-PLEX DWELLING.

SECTION 2: NO PART OF THE PROPERTY SHALL EVER BE USED OR CAUSED TO BE USED OR ALLOWED OR AUTHORIZED IN ANY WAY, DIRECTLY OR INDIRECTLY, FOR ANY BUSINESS, COMMERCIAL, MANUFACTURING, MERCANTILE, STORING, VENDING, OR OTHER SUCH NON-RESIDENTIAL PURPOSES, EXCEPT DECLARANT, ITS SUCCESSORS OR ASSIGNS, MAY USE THE PROPERTY FOR A MODEL HOME SITE, AND DISPLAY AND SALES OFFICE DURING THE CONSTRUCTION AND SALES PERIOD.

SECTION 3: EXCEPT FOR A SIGN COLORED BLACK AND WHITE HAVING A MAXIMUM FACE AREA OF EIGHTEEN (18) INCHES BY TWENTY-FOUR (24) INCHES DISPLAYED ON THE LOT, AND ADVERTISING SAID LOT FOR SALE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY CHARACTER SHALL BE ERECTED, MAINTAINED, OR DISPLAYED UPON ANY PORTION OF

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THE PROPERTY; PROVIDED, HOWEVER, THAT DECLARANT, ITS AGENTS AND ASSIGNS, MAY ERECT AND MAINTAIN SUCH SIGNS AND OTHER ADVERTISING DEVICES OR STRUCTURES AS IT MAY DEEM NECESSARY OR PROPER IN CONNECTION WITH THE CONDUCT OF ITS OPERATIONS FOR THE CONDUCT OF ITS OPERATIONS FOR THE DEVELOPMENT, IMPROVEMENT, SUBDIVISION, AND SALE OF SAID PROPERTY.

SECTION 4: NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT OR ANY PART OF THE PROPERTY, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME, AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD, OR WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF EACH OF THE OWNERS OF HIS RESPECTIVE DWELLING UNIT, OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE.

SECTION 5: NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHOWER, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE CONSTRUCTED, ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY EXCEPT SUCH BUILDINGS OR STRUCTURES AS MAY HEREINAFTER BE PERMITTED.

SECTION 6: NO TRAILER, CAMPER, BOAT OR SIMILAR EQUIPMENT SHALL HEREAFTER BE PERMITTED TO REMAIN UPON ANY LOT, UNLESS PLACED OR MAINTAINED WITHIN AN ENCLOSED GARAGE OR DESIGNATED RECREATIONAL PARKING, NOR PERMITTED TO BE PARKED, OTHER THAN TEMPORARILY, ON ANY STREET, ALLEY, OR COMMON AREA WITHIN THE PROPERTY. TEMPORARY PARKING SHALL MEAN PARKING OF VEHICLES BELONGING TO GUESTS OF OWNER, DELIVERY TRUCKS, SERVICE VEHICLES AND OTHER COMMERCIAL VEHICLES BEING USED IN THE FURNISHING OF SERVICES TO THE ASSOCIATION OR THE OWNERS AND PARKING OF VEHICLES BELONGING TO OR BEING USED BY OWNERS FOR LOADING AND UNLOADING PURPOSES. THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY ADOPT RULES FOR THE REGULATION OF THE ADMISSION AND PARKING OF VEHICLES WITHIN THE COMMON AREAS, INCLUDING THE ASSESSMENT OF CHARGES TO OWNERS WHO VIOLATE, OR WHOSE INVITEES VIOLATE SUCH RULES.

SECTION 7: NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND, SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS BE KEPT ON THE LOTS, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE, OR IN UNREASONABLE NUMBER. NOTWITHSTANDING THE FOREGOING, NO ANIMALS OR FOWL MAY BE KEPT ON THE PROPERTY WHICH RESULTS IN AN ANNOYANCE OR ARE OBNOXIOUS TO RESIDENTS IN THE VICINITY.

SECTION 8: NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING, OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN THE PROPERTY, OR ANY PART THEREOF, NOR SHALL OIL WELLS, TANKS, TUNNELS, OR MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON THE SURFACE OF OR WITHIN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE PROPERTY. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR WATER, OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON THE PROPERTY, OR ANY PORTION THEREOF.

SECTION 9: ALL RUBBISH, TRASH AND GARBAGE SHALL BE REGULARLY REMOVED FROM THE PROPERTY, AND SHALL NOT BE ALLOWED TO ACCUMULATE THEREON. ALL CLOTHESLINES, REFUSE CONTAINERS, WOODPILES, STORAGE AREAS AND MACHINERY AND EQUIPMENT SHALL BE PROHIBITED UPON ANY LOT, UNLESS OBSCURED FROM VIEW OF ADJOINING LOTS AND STREETS, BY A FENCE OR APPROPRIATE SCREEN.

SECTION 10: NO FENCE, WALL OR HEDGE EXCEEDING SIX (6) FEET IN HEIGHT SHALL BE ERECTED OR PERMITTED BETWEEN STREET AND FRONT SETBACK LINE.

SECTION 11: NO TELEVISION, RADIO, OR OTHER ELECTRONIC ANTENNA OR DEVICE OF ANY TYPE SHALL BE ERECTED, CONSTRUCTED, PLACED OR PERMITTED TO REMAIN ON ANY OF THE LOTS OR HOUSES OR BUILDINGS CONSTRUCTED ON THE LOTS IN THE PROPERTY UNLESS AND UNTIL THE SAME SHALL HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE AND THE BOARD OF DIRECTORS OF THE ASSOCIATION.

SECTION 12: ALL SOLID WALLS OF BUILDINGS LOCATED WITHIN FIVE (5) FEET OF ANY PROPERTY LINE SHALL NOT HAVE THEIR INTEGRITY CHANGED OR BROKEN AT ANY TIME BUT SHALL BE MAINTAINED IN THEIR ORIGINAL STATE.

SECTION 13: EXCEPT AS PROVIDED HEREIN, THE OWNERS OF THE INDIVIDUAL LOTS MAY CONSTRUCT AND INSTALL FENCES AND/OR WALLS AS THE ASSOCIATION SHALL AGREE.

SECTION 14: ALL DRAINAGE OF WATER FROM ANY LOT AND THE IMPROVEMENTS THEREON SHALL DRAIN OR FLOW AS SET FORTH BELOW:

- (A) ANY SUCH WATER MAY DRAIN OR FLOW INTO ADJACENT STREETS AND SHALL NOT BE ALLOWED TO DRAIN OR FLOW UPON ADJOINING LOTS UNLESS AN EASEMENT FOR SUCH PURPOSE IS GRANTED.
- (B) ALL SLOPES OR TERRACES ON ANY LOT SHALL BE MAINTAINED SO AS TO PREVENT ANY EROSION THEREOF UPON ADJACENT STREETS OR ADJOINING PROPERTY.
- (C) NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN OR OTHER ACTIVITIES UNDERTAKEN WITHIN THE PROPERTY OR ANY PORTION THEREOF BY ANY OWNER WHICH MIGHT DAMAGE OR INTERFERE WITH ESTABLISHED SLOPE RATIOS OR INTERFERE WITH ESTABLISHED DRAINAGE FUNCTIONS OR FACILITIES.

SECTION 15: THE COMMON AREAS SHALL BE USED FOR PARKING, RECREATIONAL, SOCIAL AND OTHER PURPOSES DIRECTLY RELATED TO THE USES AUTHORIZED UNDER THIS DECLARATION AND SUCH SUPPLEMENTARY DECLARATIONS AS MAY BE FILED PURSUANT TO THE PROVISIONS OF ARTICLE X HEREOF.

SECTION 16: NO PROJECTIONS OF ANY TYPE SHALL BE PLACED OR PERMITTED TO REMAIN ABOVE THE ROOF OR ANY FOUR-PLEX BUILDING WITH THE EXCEPTION OF ONE OR MORE CHIMNEYS AND ONE OR MORE VENT STACKS WITHOUT ASSOCIATION APPROVAL.

SECTION 17: NO PRIVY SHALL BE ERECTED, MAINTAINED OR USED UPON ANY PORTION OF THE PROPERTY, BUT A TEMPORARY PRIVY MAY BE PERMITTED DURING THE COURSE OF THE CONSTRUCTION OF A BUILDING. ANY LAVATORY, TOILET OR WATER CLOSET WHICH SHALL BE ERECTED, MAINTAINED OR USED UPON ANY PORTION OF THE PROPERTY SHALL BE ENCLOSED AND LOCATED WITHIN A BUILDING PERMITTED UNDER THIS DECLARATION TO BE ERECTED ON THE PROPERTY, SHALL BE PROPERLY CONNECTED WITH THE SEWER SYSTEM AND SHALL BE SO CONSTRUCTED AND OPERATED THAT NO OFFENSIVE ODOR SHALL ARISE OR OTHERWISE ESCAPE THEREFROM.

SECTION 18: NO WEEDS, RUBBISH, DEBRIS, OBJECTS OR MATERIALS OF ANY KIND SHALL BE PLACED OR PERMITTED TO ACCUMULATE UPON ANY PORTION OF THE PROPERTY VISIBLE FROM THE STREET OR COMMON AREA NEAREST SUCH PORTION OF THE PROPERTY FROM A HEIGHT SIX (6) FEET OR LESS, WHICH RENDER SUCH PORTION UNSANITARY, UNSIGHTLY, OFFENSIVE OR DETRIMENTAL TO ANY PROPERTY IN THE VICINITY THEREOF OR TO THE OCCUPANTS OF ANY SUCH PROPERTY IN SUCH VICINITY. IN THE EVENT OF THE DEFAULT IN THE PERFORMANCE OF THIS PROVISION, AND IF SUCH DEFAULT SHALL NOT HAVE BEEN CURED WITHIN FIVE (5) DAYS AFTER WRITTEN NOTICE THEREOF, THE ASSOCIATION, SHALL HAVE THE RIGHT TO ENTER UPON SAID PROPERTY AND REMOVE ALL WEEDS,

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RUBBISH, DEBRIS, OBJECTS OR MATERIALS AND DO ALL THINGS NECESSARY TO PLACE SAID PROPERTY IN A NEAT AND ORDERLY CONDITION AND ANY EXPENSES THEREFOR SHALL BECOME DUE AND PAYABLE FROM THE OWNER OF SAID PROPERTY TO THE ASSOCIATION, AS THE CASE MAY BE, WITHIN FIVE (5) DAYS AFTER WRITTEN DEMAND THEREFOR.

SECTION 19: ALL LANDSCAPING OF EVERY KIND AND CHARACTER INCLUDING SHRUBS, TREES, GRASS, AND OTHER PLANTINGS, SHALL BE NEATLY TRIMMED, PROPERLY CULTIVATED AND MAINTAINED CONTINUOUSLY BY THE OWNER THEREOF IN A NEAT AND ORDERLY CONDITION AND IN A MANNER TO ENHANCE ITS APPEARANCE. IN THE EVENT OF THE DEFAULT IN THE PERFORMANCE OF THIS PROVISION, AND IF SUCH DEFAULT SHALL NOT HAVE BEEN CURED WITHIN FIVE (5) DAYS AFTER WRITTEN NOTICE THEREOF, THE ASSOCIATION, SHALL HAVE THE RIGHT TO ENTER UPON SAID PROPERTY IN A NEAT AND ORDERLY CONDITION AND ANY EXPENSES THEREFOR SHALL BECOME DUE AND PAYABLE FROM THE OWNER OF SAID PROPERTY TO THE ASSOCIATION, AS THE CASE MAY BE, WITHIN FIVE (5) DAYS AFTER WRITTEN DEMAND THEREFOR.

SECTION 20: DURING REASONABLE HOURS AND AFTER REASONABLE NOTICE, THE ASSOCIATION SHALL HAVE THE RIGHT TO ENTER UPON AND INSPECT THE PROPERTY OR ANY PORTION THEREOF AND THE IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER OR NOT THE PROVISIONS OF THIS DECLARATION ARE BEING COMPLIED WITH AND SHALL NOT BE DEEMED GUILTY OF TRESPASS BY REASONS THEREOF.

ARTICLE XII
PARTY WALLS

SECTION 1: GENERAL RULES OF LAW TO APPLY. EACH WALL, IF ANY SUCH WALLS AS DESCRIBED HEREINAFTER ARE CONSTRUCTED, INCLUDING PATIO WALLS, WHICH IS BUILT AS PART OF THE ORIGINAL CONSTRUCTION OF THE FOURPLEX UPON THE PROPERTY, ANY PART OF WHICH IS PLACED ON THE DIVIDING LINE BETWEEN THE LOTS, OR THE LOT EASEMENT AS ASSIGNED BY THE ASSOCIATION, SHALL CONSTITUTE A PARTY WALL; AND, TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS OF THIS ARTICLE, EACH OF THE ADJOINING LOT OWNERS SHALL ASSUME THE BURDENS AND BE ENTITLED TO THE BENEFITS OF THE PROVISIONS OF THIS ARTICLE, AND THE GENERAL RULES OF LAW REGARDING PARTY WALLS AND LIABILITY FOR THE PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY THERETO.

SECTION 2: SHARING OF REPAIR AND MAINTENANCE. THE COST OF REASONABLE REPAIR AND MAINTENANCE OF A PARTY WALL SHALL BE SHARED BY THE OWNERS WHO MAKE USE OF THE WALL IN PROPORTION TO SUCH USE. IN ADDITION TO MEETING THE OTHER REQUIREMENTS OF THIS DECLARATION AND OF ANY BUILDING OR CODE OR SIMILAR REGULATIONS OR ORDINANCES, ANY OWNER PROPOSING TO MODIFY, MAKE ADDITIONS TO OR REBUILD ANY IMPROVEMENT ON HIS LOT IN ANY MANNER WHICH REQUIRES THE EXTENSION OR OTHER ALTERATION OF ANY PARTY WALL SHALL FIRST OBTAIN THE WRITTEN CONSENT OF THE ADJOINING OWNER, AND THE ARCHITECTURAL COMMITTEE.

SECTION 3: DESTRUCTION BY FIRE OR OTHER CASUALTY. IF A PARTY WALL IS DESTROYED OR DAMAGED BY FIRE OR OTHER CASUALTY, ANY OWNER WHO HAS USED THE WALL MAY RESTORE IT, AND IF THE OTHER OWNER THEREAFTER MAKES USE OF THE WALL, SUCH OWNER SHALL CONTRIBUTE TO THE COST OF RESTORATION THEREOF IN PROPORTION TO SUCH USE WITHOUT PREJUDICE, HOWEVER, TO THE RIGHT OF ANY SUCH OWNER TO CALL FOR A LARGER CONTRIBUTION FROM THE OTHER UNDER ANY RULE OF LAW REGARDING LIABILITY FOR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS.

SECTION 4: WEATHERPROOFING. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ARTICLE, AN OWNER WHO BY HIS NEGLIGENT OR WILLFUL ACT CAUSES THE PARTY WALL TO BE EXPOSED TO THE ELEMENTS SHALL BEAR THE WHOLE COST OF FURNISHING THE NECESSARY PROTECTION AGAINST SUCH ELEMENTS.

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SECTION 5: ENCROACHMENT. IF ON THE LAND THERE IS CONSTRUCTED A HOUSE, THE WALL OR WALLS OF WHICH ADJOIN A WALL OR WALLS OF A DWELLING CONSTRUCTED ON A CONTIGUOUS LOT, ANY SUCH WALL SHALL BE CONSIDERED TO ADJOIN AND ABUT THE WALL OF THE CONTIGUOUS LOT AGAINST THE SURFACE FROM THE BOTTOM OF THE FOUNDATION OVER THE FULL LENGTH AND HEIGHT OF ANY BUILDING SO ERECTED FOR RESIDENTIAL PURPOSES. BOTH DECLARANT AND LOT OWNERS OF CONTIGUOUS LOTS SHALL HAVE A RECIPROCAL EASEMENT APPURTENANT TO EACH OF SAID LOTS OVER SAID CONTIGUOUS LOTS FOR THE PURPOSE OF ACCOMMODATING ANY ENCROACHMENT OF ANY WALL OF ANY DWELLING HOUSE. DECLARANT AND LOT OWNERS OF CONTIGUOUS LOTS SHALL HAVE A RECIPROCAL EASEMENT APPURTENANT TO EACH OF SAID LOTS OVER SAID CONTIGUOUS LOTS FOR THE PURPOSES OF ACCOMMODATING ANY NATURAL SETTLING OF ANY STRUCTURES LOCATED ON ANY OF SAID LOTS.

SECTION 6: RIGHT TO CONTRIBUTION RUNS WITH LAND. THE RIGHT OF ANY OWNER TO CONTRIBUTION FROM ANY OTHER OWNER UNDER THIS ARTICLE SHALL BE APPURTENANT TO THE LAND AND SHALL PASS TO SUCH OWNER'S SUCCESSORS IN TITLE. NOTHING CONTAINED IN THIS ARTICLE XII SHALL BE CONSTRUED IN ANY WAY SO AS TO RELIEVE ANY INSURANCE COMPANY FROM THE PAYMENT OF ANY AND ALL AMOUNTS WHICH WOULD BE PAYABLE UNDER ANY POLICY OR POLICIES HAD NOT THIS ARTICLE BEEN INSERTED IN THIS DECLARATION.

SECTION 7: ARBITRATION. IN THE EVENT OF ANY DISPUTE ARISING CONCERNING A PARTY WALL, OR OTHER PROVISION OF THIS ARTICLE AND THE PARTIES ELECT TO SUBMIT THE DISPUTE TO ARBITRATION, THEN EACH PARTY SHALL CHOOSE ONE ARBITRATOR, AND SUCH ARBITRATORS SHALL CHOOSE ONE ADDITIONAL ARBITRATOR, ALL OF WHICH ARBITRATORS SHALL BE MEMBERS OF THE AMERICAN ARBITRATION ASSOCIATION, AND A DECISION SHALL BE RENDERED BY A MAJORITY OF ALL THE ARBITRATORS. EXCEPT AS PROVIDED ABOVE THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION AWARD SHALL BE BINDING UPON THE PARTIES IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF UTAH CONCERNING CONTRACTUAL AGREEMENT TO SUBMIT DISPUTES TO ARBITRATION.

ARTICLE XIII
GENERAL PROVISIONS

SECTION 1: ENFORCEMENT. THE ASSOCIATION, OR ANY OWNER OR THE SUCCESSOR IN INTEREST OF ANY OWNER, SHALL HAVE THE RIGHT TO ENFORCE BY PROCEEDINGS AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION OR ANY AMENDMENT THERETO, INCLUDING THE RIGHT TO PREVENT THE VIOLATION OF ANY SUCH RESTRICTIONS, CONDITIONS, COVENANTS OR RESERVATIONS AND THE RIGHT TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION; PROVIDED, HOWEVER, THAT WITH RESPECT TO ASSESSMENT LIENS, THE ASSOCIATION SHALL HAVE THE EXCLUSIVE RIGHT TO THE ENFORCEMENT THEREOF. FAILURE BY THE ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANT, CONDITION OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

SECTION 2: SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, CONDITIONS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 3: TERM. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LOTS, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ASSOCIATION OR THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR LEGAL REPRESENTATIVE, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF FORTY (40) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS AN IN-

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STRUMENT, SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS, CONDITIONS AND RESTRICTIONS INWHOLE OR IN PART.

SECTION 4: CONSTRUCTION. THE PROVISIONS OF THIS DECLARATION SHALL BE LIBERALLY CONSTRUED TO EFFECTUATE ITS PURPOSE OF CREATING A UNIFORM PLAN FOR THE DEVELOPMENT OF A FOURPLEX COMMUNITY AND FOR THE MAINTENANCE OF COMMON AREAS AND IMPROVEMENTS THEREON, AND DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED AS TO THE BINDING EFFECT OF ENFORCEABILITY OF ALL OR ANY PORTION OF THIS DECLARATION. THE ARTICLE AND SECTION HEADINGS HAVE BEEN INSERTED FOR CONVENIENCE ONLY, AND SHALL NOT BE CONSIDERED OR REFERRED TO IN RESOLVING QUESTIONS OR INTERPRETATION OR CONSTRUCTION.

SECTION 5: AMENDMENTS. THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS MAY BE AMENDED ONLY BY THE AFFIRMATIVE ASSENT OR VOTE OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS, AND FURTHER, THIS AMENDMENT PROVISION SHALL NOT BE AMENDED TO ALLOW AMENDMENTS BY THE ASSENT OR VOTE OF LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS, PROVIDED, HOWEVER, THAT ARTICLE VI, SECTION 6 AND ARTICLE XIII, SECTION 6 SHALL NOT BE AMENDED WITHOUT THE CONSENT OF THE LIEN HOLDER UNDER ANY FIRST DEED OF TRUST. OWNERS ARE LIMITED TO ONE VOTE PER LOT.

SECTION 6: MORTGAGE PROTECTION CLAUSE. NO BREACH OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN CONTAINED, NOR THE ENFORCEMENT OF ANY LIEN PROVISIONS HEREIN, SHALL DEFEAT OR RENDER INVALID THE LIEN OF ANY DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT ALL OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY OWNER WHOSE TITLE IS DERIVED THROUGH FORECLOSURE OR TRUSTEE'S SALE, OR OTHERWISE.

SECTION 7: SINGULAR INCLUDES PLURAL. WHENEVER THE CONTEXT OF THIS DECLARATION REQUIRES SAME, THE SINGULAR SHALL INCLUDE THE PLURAL AND THE MASCULINE SHALL INCLUDE THE FEMININE.

SECTION 8: NUISANCE. THE RESULT OF EVERY ACT OR OMISSION, WHEREBY ANY PROVISION, CONDITION, RESTRICTION, COVENANT, EASEMENT OR RESERVATION CONTAINED IN THE DECLARATION IS VIOLATED IN WHOLE OR IN PART, IS HEREBY DECLARED TO BE AND CONSTITUTES A NUISANCE, AND EVERY REMEDY ALLOWED BY LAW OR EQUITY AGAINST A NUISANCE, EITHER PUBLIC OR PRIVATE, SHALL BE APPLICABLE AGAINST EVERY SUCH RESULT, ANY MAY BE EXERCISED BY THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION, OR ANY OTHER OWNER. SUCH REMEDY SHALL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE.

SECTION 9: ATTORNEYS' FEES. IN THE EVENT ACTION IS INSTITUTED TO ENFORCE ANY OF THE PROVISIONS CONTAINED IN THIS DECLARATION, THE PARTY PREVAILING IN SUCH ACTION SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY THERETO AS PART OF THE JUDGMENT REASONABLE ATTORNEYS' FEES AND COSTS OF SUCH SUIT.

SECTION 10: ELECTION AND REMOVAL OF DIRECTORS. THE OWNER SHALL VOTE FOR THE ELECTION OR REMOVAL OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. EACH OWNER ENTITLED TO VOTE IN ANY ELECTION FOR A DIRECTOR MAY CUMULATE HIS VOTES AND GIVE ONE CANDIDATE A NUMBER OF VOTES EQUAL TO THE NUMBER OF DIRECTORS TO BE ELECTED, AND TO DISTRIBUTE HIS VOTES ON THE SAME PRINCIPAL AMONG AS MANY CANDIDATES AS HE SEES FIT. THE CANDIDATES RECEIVING THE HIGHEST NUMBER OF VOTES, UP TO THE NUMBER OF DIRECTORS TO BE ELECTED, SHALL BE DEEMED ELECTED, SHALL BE DEEMED ELECTED. ALL VOTING AT ELECTIONS SHALL BE BY SECRET BALLOT.

THE ENTIRE BOARD OF DIRECTORS OF THE ASSOCIATION OR ANY INDIVIDUAL DIRECTOR MAY BE REMOVED BY A VOTE OF THE OWNERS HOLDING A MAJORITY

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OF THE OUTSTANDING MEMBERSHIPS ENTITLED TO VOTE AT AN ELECTION OF DIRECTORS. HOWEVER, UNLESS THE ENTIRE BOARD IS REMOVED, AN INDIVIDUAL SHALL NOT BE REMOVED UNLESS THE AFFIRMATIVE VOTES FOR HIS REMOVAL EXCEED OR ARE AT LEAST EQUAL TO THE MINIMUM NUMBER OF VOTES REQUIRED TO ELECT A DIRECTOR UNDER CUMULATIVE VOTING PROCEDURES. IF ANY DIRECTOR IS REMOVED IN THE MANNER AUTHORIZED ABOVE, A NEW DIRECTOR MAY BE ELECTED AT THE SAME MEETING.

SECTION 11: CONSTRUCTION BY DECLARANT. NOTHING IN THIS DECLARATION SHALL LIMIT THE RIGHT OF DECLARANT AND THOSE WHO PARTICIPATE IN THE ORIGINAL CONSTRUCTION OF THE PROPERTY TO COMPLETE CONSTRUCTION OF IMPROVEMENTS TO THE COMMON AREAS, LOTS OR TO ALTER THE FOREGOING OR TO CONSTRUCT SUCH ADDITIONAL IMPROVEMENTS AS DECLARANT DEEMS ADVISABLE PRIOR TO COMPLETION AND SALE OF THE PROPERTY. THE RIGHTS OF DECLARANT HEREUNDER MAY BE ASSIGNED BY DECLARANT TO ANY SUCCESSOR TO ALL OR PART OF DECLARANT'S INTEREST IN THE PROPERTY, BY AN EXPRESS ASSIGNMENT INCORPORATED IN A RECORDED DEED TRANSFERRING SUCH INTEREST TO SUCH SUCCESSOR.

SECTION 12: NOTICES. IN EACH INSTANCE IN WHICH NOTICE IS TO BE GIVEN TO AN OWNER, THE SAME SHALL BE IN WRITING AND MAY BE DELIVERED PERSONALLY, IN WHICH CASE PERSONAL DELIVERY OF SUCH NOTICE TO ONE OR TWO OR MORE CO-OWNERS SHALL BE DEEMED DELIVERY TO ALL THE CO-OWNERS, OR SUCH NOTICE MAY BE DELIVERED BY UNITED STATES MAIL, CERTIFIED OR REGISTERED, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE OWNER AT THE MOST RECENT ADDRESS FURNISHED BY SUCH OWNER IN WRITING TO THE ASSOCIATION FOR THE PURPOSE OF GIVING NOTICE, OR IF NO SUCH ADDRESS SHALL HAVE BEEN FURNISHED, THEN TO THE STREET ADDRESS OF SUCH OWNER'S LOT. AND ANY NOTICE SO DEPOSITED IN THE MAIL WITHIN SALT LAKE COUNTY, UTAH, SHALL BE DEEMED DELIVERED FORTY-EIGHT (48) HOURS AFTER SUCH DEPOSIT.

SECTION 13: PERSONAL COVENANT. TO THE EXTENT THE ACCEPTANCE OF A CONVEYANCE OF A LOT CREATES A PERSONAL COVENANT BETWEEN THE OWNER OF SUCH LOT AND DECLARANT OR OTHER OWNERS, SUCH PERSONAL COVENANT SHALL TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT FROM AND AFTER THE DATE WHEN A PERSON OR ENTITY CEASES TO BE AN OWNER EXCEPT TO THE EXTENT THIS DECLARATION MAY PROVIDE OTHERWISE WITH RESPECT TO THE PAYMENT OF MONEY TO THE ASSOCIATION.

SECTION 14: NONLIABILITY OF OFFICIALS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE BOARD, THE ARCHITECTURAL COMMITTEE, ANY COMMITTEES OF THE ASSOCIATION OR ANY MEMBER THEREOF SHALL BE LIABLE TO ANY MEMBER OR THE ASSOCIATION FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED OR CLAIMED ON ACCOUNT OF ANY DECISION, APPROVAL OR DISAPPROVAL OF PLANS OR SPECIFICATIONS (WHETHER OR NOT DEFECTIVE), COURSE OF ACTION, ACT, OMISSION, ERROR, NEGLIGENCE OR THE LIKE.

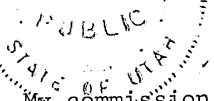
IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THIS INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

BY

Garth Farr Heiner
GARTH FARR HEINER, DECLARANT

STATE OF UTAH)
County of Salt Lake) ss

On the 20th day of April, 1979, personally appeared before me GARTH FARR HEINER, signer of the within instrument, who duly acknowledged to me that he executed the same.



Karen Marcroft
NOTARY PUBLIC
My commission expires 7/29/81 Residing at Salt Lake City, Utah.

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