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SECOND RESTATEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
MAIN STREET PLANNED UNIT DEVELOPMENT

This Second Restatement Declaration for MAIN STREET PLANNED UNIT DEVELOPMENT (the "Declaration") is made by KIRK D. WILLIAMSON (the "Declarant").

R E C I T A L S

1. Declarant is the owner of certain real property in Utah County, State of Utah, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

2. Declarant hereby declares this document to be the second restatement of the Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development, (the "Project") and declares that the following documents, previously recorded, are hereby superseded and are of no force or effect:

a. Declaration of Condominium of Main Street Condominium, Entry No. 2574, Book No. 2194, Page No. 139;

b. Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development, Entry No. 3245, Book No. 2195, Page No. 551;

c. Third Amended Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development, a condominium Project, Entry No. 12457, Book No. 2215, Page No. 239;

d. First Restatement Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development, Entry No. 13827, Book No. 2218, Page 167;

and that the Project is based upon this document and none other.

3. Declarant desires to provide for the preservation of the values and amenities in said Project and for the maintenance of open spaces; and to this end, desires to subject the real property described herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof.

4. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Project, to create an Association to which will be delegated and assigned the powers and duties of maintaining and administering

and enforcing the within covenants and disbursing the charges and assignments hereinafter created.

5. Declarant has received the rights to the Main Street Planned Unit Development from Blue Ridge Construction, Inc., the former Declarant, and has received the written consent to the execution and recordation of this instrument from not less than ninety percent (90%) of the Owners.

6. Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, and covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares and certifies as follows:

ARTICLE ONE

Definitions

1. Association. Shall mean and refer to Main Street Planned Unit Development, Inc., and its successors and assigns.

2. Board of Directors. Shall mean the governing board of the Association.

3. Common Areas. Shall mean the entire Project, except for those portions thereof which lie within the boundaries of any lot. Common areas shall also include those areas described or designated on the subdivision plat identified as Plat "A" Main Street, a Planned Unit Development Subdivision recorded at the Utah County Recorder's Office January 29, 1985, Entry No. 2573.

4. Common Assessment. Shall mean an assessment levied to offset Common Expenses.

5. Common Expenses. Shall mean any of the following:

a. The expenses of, or reasonable reserves for, the maintenance, management, operation, repair and replacement for the Common Areas, including the cost of unpaid Special Assessments.

b. The cost of capital improvements to the Common Areas which the Association may from time to time authorize.

c. The expense of management and administration of the Association, including compensation paid by the Association to a manager, accountant, attorney, or other employees or agents.

d. Any other item or items designated by this or the by-laws of the Association to be Common Expenses, and any other expense reasonably incurred by the Association on behalf of All Owners.

6. Planned Unit Development. Shall mean an estate in real property consisting of the separate ownership of Lots and the fee ownership of an undivided interest as a tenant in common of the Common Areas. It shall also include the following:

a. No Owner may bring an action for partition of the common area.

b. No part of a Lot or the legal rights comprising ownership of a Lot may be separated from any other part thereof. Each Lot and the undivided interest in the Common Areas appurtenant to such Lot, and the exclusive right to use and occupy the limited Common Areas appurtenant to each Lot, shall always be conveyed, devised, encumbered, and otherwise affected only together, and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance or other disposition of a Lot or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Lot, together with all appurtenant rights created by law by this Declaration.

c. A Lot may be conveyed in its entirety, and any conveyance may not separate underlying lots if an individual unit has been constructed on more than one lot. See attached Exhibit "B" which is incorporated herein by reference.

7. Limited Common Areas. Shall mean those portions of the Common Areas which are limited to and reserved for the exclusive use of individual owners.

8. Lot. Shall mean and refer to the individual and respective parcels of land together with the dwelling and improvements located on the Lot and appurtenant thereto, shown upon the recorded subdivision Map of the Tract, with the exception of the Common Area.

9. Map. Shall mean that certain subdivision plat identified as Plat "A" Main Street, A Planned Unit Development subdivision, recorded at the County Recorder's Office, County of Utah, State of Utah on January 29, 1985 as Entry No. 2573.

10. Member. Shall mean a member of the Association, and only Owners shall be members.

11. Owner. Shall mean and refer to the owner of record (in the County Recorder's Office, County of Utah, State of Utah), whether one or more persons or entities, of a lot. The terms "Owner" shall not mean or include mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

12. Rules and Regulations. Shall mean the rules and regulations governing the use of the Common Areas and the recreational facilities thereon, duly adopted by the Association.

13. Special Assessment. Shall mean an assessment for Special Expenses.

14. Special Expenses. Shall mean any of the following:

a. The expenses incurred by the Association for the repair of damage or loss to the Common Areas or the property of other Owners caused by the act or neglect of an Owner which is not covered by insurance.

b. The expenses of repair or reconstruction of a building damaged or destroyed by fire or other casualty for which there shall be on insurance coverage and the repair or reconstruction of which will directly benefit less than all of the Owners.

c. Any other item or items designated by other provisions of the Declaration or the by-laws of the Association to be Special Expenses.

d. Any additional extraordinary expenses which are not anticipated and included in the budget for Common Expenses.

15. Lot Number. Shall mean and refer to the Lot number, letter, or combination thereof which is designated in the attached Exhibit "B".

16. Lot Owner. Shall mean and refer to the Owner of the fee in a Lot and the dwelling and improvements thereon and

appurtenant thereto, and the ownership of an undivided interest in the Common Areas which are appurtenant thereto.

17. Tract. Shall mean and refer to the tract of land situated in Utah County, State of Utah, together with all appurtenances thereto, and more fully described in Exhibit "A" which is incorporated herein by reference.

ARTICLE TWO

Property Rights

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area 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 agreeing to such dedication or transfer signed by two-thirds of the Owners has been recorded.

2. Delegation of Use. Any Owner may designate his right of enjoyment to the Common Areas to the members of his family who reside with him, or to his tenants or contract purchasers who reside on his Lot. The rights and privileges of such delagee shall be subject to suspension in the same manner and to the same extent as those of the Owner.

3. Owner's Right Within Lot. An Owner shall not have the right to change the exterior appearance of his dwelling without the prior written consent of the Association. Notwithstanding the foregoing, an Owner is obligated to maintain the exterior of his dwelling in such a manner as will preserve the original appearance of the building. An Owner shall have the right to change coverings (including carpeting, tile, wallpaper, paint and so forth) of the walls, floors, and ceilings of his Lot without the permission of the Association. Such coverings shall be the property of an Owner and may be removed by said Owner provided that such removal does not cause damage to the Common Areas.

ARTICLE THREE

Project Administration

1. Administration of Project. The Project shall be administered by the Association, acting by and through its Board of Directors, who shall be elected in accordance with the by-laws of the Association, and whose duties will be governed by the

terms of this Declaration, and the articles of incorporation and the by-laws of the Association. The Association may employ a professional management agent to perform, subject to the supervision of the Board of Directors, such duties and services as the Board of Directors shall direct, including, but not limited to, management of the Common Areas and the collection of and accounting for assessments made by the Association.

2. Rules and Regulations. The Association shall have the power to establish and enforce compliance with the Rules and Regulations and to amend the same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each member promptly upon the adoption thereof.

3. Common Utilities. The Association shall be responsible for the monthly payment of the common utility services that are provided to Common Areas, specifically the water and electricity assessments. The Association shall prorate those costs to the Lot Owners. All such costs shall be a Common Expense.

ARTICLE FOUR

Membership and Voting Rights

1. Membership. Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lots. Ownership of a Lot shall be the sole qualification for membership. The membership held by an Owner 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 mortgagee of such Lot. If more than one person is the Owner of the Lot, such persons shall jointly hold one Association membership.

2. Class of Voters/Transfer of Control. The Association shall have two classes of voting membership.

Class A. Class A members shall be all the Owners, with the exception of the Declarant in the capacity as Declarant, and shall be entitled to one vote for each Lot owned, except that where one dwelling and/or its appurtenant improvements is located on more than one Lot, such Owner shall be entitled to only one vote, and as such one Association membership.

Class B. The Class B Member(s) shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership no later than the earlier of the first to occur of the following at which time Declarant shall transfer control of the Association to the Lot Owners:

a. A period of six (6) years after the first Lot in Phase one of the Project has been conveyed; or

b. After three-fourths of the Lots have been sold to Class A members, whichever last occurs.

For purposes of this Declaration, the term "Control" means the right of the Declarant to control the Association, the Association Board, the Project, or the Owners in any manner, except for votes allocated to Lot estates Declarant owns and, intends to hold which will be treated on the same basis as votes pertaining to sold Lots.

3. Voting - Multiple Ownership. The vote attributable to and exercisable in connection with a Lot shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Lot. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves, but no more than one vote per Lot shall be possible.

4. Suspension of Voting Rights. The voting rights of any member shall automatically be suspended during any period in which he shall be delinquent in the payment of any amount, expenses, fees or assessments due the Association.

ARTICLE FIVE

Maintenance of Project

1. Duties of Association. The Association shall have the responsibility of maintaining, repairing, replacing and otherwise keeping in a first-class condition all portions of the Project not required in this article to be maintained by the Owners, specifically the Common Areas.

2. Duties of Owners. An Owner shall be obligated to repair, replace and maintain in good repair and condition (a) the fixtures (as hereinafter defined) within his Lot; (b) the finished interior surfaces of the perimeter walls, ceilings, floors, doors and windows within his Lot; (c) the exterior facades of the Lots. No Owner shall disturb or relocate any utilities (as hereinafter defined) running through his lot nor shall any Owner do any act which will impair the structural soundness of the Building or impair any easement herein granted or reserved.

a. Definition of Utilities. The term "Utilities" as used in this Article means the lines, wires,

conduits or systems located within the walls of a Building, which are a part of the Common Areas.

b. Definition of Fixtures. The term "Fixtures" as used in this Article means the fixtures and equipment within a Lot commencing at a point where they connect with the utilities.

3. Exterior Maintenance. In the event an owner of any Lot in the Tract shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the Lot and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE SIX

Assessments

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned in the Tract, hereby covenants, and each owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments and charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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 for delinquent assessments shall pass to his successors in title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Project and for the improvement and maintenance of the Common Area, and of the Lots situated upon the Project.

3. Annual Budget. Not less than thirty (30) days prior to the commencement of each fiscal year (which shall commence on the first day of the month in which the sale of the first lot by Declarant is closed), the Board of Directors (or those named herein as constituting the original Board of Directors in the event the Association has not been formed at

such time) shall establish an annual budget for such fiscal year, including therein all anticipated items of Common Expense together with a reasonable reserve for contingencies.

4. Annual Common Assessment. By the adoption of the annual budget by the Board of Directors there shall be established an annual Common Assessment for the payment of which each Owner (including Declarant) shall be personally liable in the same percentage as his percentage ownership in the Common Areas. Each Owner shall pay his percentage share in even monthly installments of one-twelfth (1/12) thereof on the first day of each month during the fiscal year, on or before January 21 of each year. The first monthly installment, or pro rata portion thereof, of such annual Common Assessment shall be due and payable by an Owner upon delivery of his deed to a lot. In addition, each Owner (other than Declarant) may be required to deposit and to maintain up to three (3) monthly installments of his share of the annual Common Assessment, for purchase of equipment or supplies and for working capital. Such advance payment shall not relieve an Owner from making the regular monthly payment. Upon the sale of his lot, an Owner shall be entitled to a credit from his grantor for any unused portion thereof. If the annual budget is not adopted as herein required, the previous fiscal year monthly payment shall continue to be due until such time as the annual budget for the current year is established, at which time the annual Common Assessment shall become retroactive to the commencement of such current fiscal year.

5. Maximum Annual Assessment. The maximum annual assessment shall be Four Hundred Eighty Dollars (\$480) per Lot.

a. The maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

b. The maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum except as otherwise provided in paragraph 5(b) hereof.

6. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

7. Notice and Quorum for Any Action Authorized Under Sections Five and Six. Written notice of any meeting called for the purpose of taking any action authorized under sections Five or Six of this article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as otherwise provided herein, and may be collected on a monthly basis.

9. Special Assessments. Special Assessments may be levied by the Board of Directors against particular Owners for the payment of Special Expenses. Such Special Assessments shall be due and payable to the Association upon demand. Provided, however, no Special Assessments shall be levied against an Owner until he shall been given the opportunity to present evidence on his behalf at a hearing, and no such hearing shall be held until such Owner shall have received at least ten (10) days written notice specifying the reason for the proposed Special Assessment and the exact time and place of the hearing.

10. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his Lot.

11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Lot. Sale or transfer of any Lot shall not affect the assessment lien unless a foreclosure of a mortgage or equivalent is involved. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any

proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or payable from the lien thereof.

ARTICLE SEVEN

Insurance

1. Property Insurance. The Association shall obtain and pay the premiums upon, as a Common Expense, a policy of insurance providing for fire and extended coverage, on all improvements in the Project (except the personal property individually owned by one or more Owners and improvements to Lots added by the Owners thereof) in an amount equal to the maximum insurable replacement value thereof, affording protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as may from time to time be customarily insured against with respect to improvements similar in construction, location and use, including by way of example, vandalism and malicious mischief. Such policy shall be issued in the name of the Association, as insured, with loss payable mortgagee, if any, who shall be beneficiaries thereof (even though not named therein) in the percentages of Common Area Ownership established as to each Lot. Certificates of insurance shall be issued to each Owner and mortgagee upon request. Such policy shall not be cancellable until after thirty (30) days' notice to each Owner and mortgagee. The proceeds of such policy shall be received by the Association and held in a separate account for distribution to the Owners and their mortgagees (subject to the provisions of this Declaration and the Association by-laws) as their interests may appear; provided, however, when repair or reconstruction of the Project shall be required as provided in Article VIII hereof, such proceeds shall be applied to such repair or reconstruction.

2. Public Liability and Property Damage. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms deemed appropriate by it. This coverage shall be issued in the name of the Association and shall include Owners in their capacity as members of the Association as additional insureds and evidence thereof shall be furnished to each additional insured. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damage, operation of automobiles on behalf of the Association and activities of the Association in connection with the operation, maintenance or use of the Common Areas.

3. Owner's Insurance. Each Owner, and not the Association, shall have responsibility of obtaining and keeping in full force and effect, at his sole expense, (a) standard fire and extended risk insurance on the personal property and furnishings contained in his Lot or located on his respective Limited Common Areas, and on any improvements added to his lot or Lot by an Owner thereof; (b) broad form comprehensive liability coverage for his lot and Lot (which shall be in addition to and not in lieu of the comprehensive liability coverage required to be purchased by the Association); and (c) such other insurance as he may elect to purchase in addition to the insurance coverage purchased by the Association; provided, however, that in no event is the insurance coverage purchased by the Association to be brought into contribution with insurance purchased by Owners.

4. Waiver of Subrogation. In the event of loss or damage to the Common Areas or the property of an Owner which shall be covered by insurance, the insurance company paying such claim shall have no right of subrogation against the Association, its agents and employees, nor the Owners, their tenants, or members of their respective households.

5. Power of Attorney. Each Owner hereby irrevocably names, constitutes and appoints the Association as his true and lawful attorney-in-fact and for the purposes of maintaining such insurance policies. Without limiting the generality of the foregoing, the Association, as said attorney-in-fact, shall have full power and authority, in the name, place, and stead of such Owner, to purchase and maintain such insurance, to collect and remit the premiums thereof (which shall be considered Common Expenses) to collect the proceeds thereof, and to distribute the same to the Association, the Owners and their respective mortgagees (subject to the provisions of this Declaration) as their interest may appear, to execute releases of liability and to execute all documents and to do all things on behalf of the Association and such Owners as shall be necessary or convenient to accomplish the powers herein granted, and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Lot nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Project.

ARTICLE EIGHT

Party Walls

1. General Rules of Law to Apply. Each wall and foundation that is built as a part of the original construction of the homes upon the tract and placed on the dividing line

between the Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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.

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 Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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 said elements.

5. Alterations. Each Owner acknowledges that they party walls belong to the adjoining Owners, and that said party walls shall not be altered or modified so as to impede the structural soundness of said party walls.

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.

7. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE NINE

Mortgages

1. Notices. Any Owner who mortgages, causes liens thereon, or otherwise encumbers his lot shall furnish the Association the name and address of such mortgagee, lien holder, or encumbrance holder, and the Association shall maintain such information in a book entitled "Mortgages of Lots". The Association shall report to such mortgagee any unpaid assessments

due from the Owner of such lot at the same time as the Association makes demand on the Owner thereof for payment of such assessment. Each mortgagee shall also be entitled to written notification from the Association of any other default by its Owner-mortgagor in the performance of such Owner's obligations under the terms and provisions of this Declaration which shall not have been cured within thirty (30) days after written notice to such Owner-mortgagor by the Association specifying such default.

2. Delinquent Assessments. A mortgagee may, but shall not be required to, pay any delinquent assessments due upon the mortgaged lot, and the amount of such payment shall be added to the mortgage indebtedness. Failure to pay any assessment when due and payable by an Owner-mortgagor shall constitute a default under the terms and provisions of the mortgage instrument, authorizing foreclosure of the lien created therein, at the option of the mortgagee.

3. Right to Examine. The mortgagee shall have the right to examine the books and records of the Association upon request and to require annual reports of the financial status of the Association.

ARTICLE TEN

Architectural Control

Creation of Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials 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 Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, 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.

ARTICLE ELEVEN

Restrictions

1. Residential Use. Each dwelling on a Lot may be occupied and used by its Owner only as a private dwelling for the Owner, his family, tenants and social guests.

2. Alterations. Notwithstanding the above, no Owner shall make structural alterations or modifications to improvements on his Lot, or to his dwelling or to any of the Common Areas or Limited Common Areas, including, but not limited to the erection of antennas, serials, awnings, the placement of any reflective or other materials in the windows of his dwelling or other exterior attachments and signs or other advertising devices without the written approval of the Association. The Association shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety or appearance of the Project.

3. Improper Activities. No immoral, improper, unlawful or offensive activities shall be conducted on any Lot or upon the Common Areas, nor shall anything be done which may be or become an annoyance or nuisance to the Owners. No Owner shall store any dangerous explosives or inflammable materials either on his Lot or upon the Common Areas, or permit anything to be done or keep or permit to be kept in his Lot or on the Common Areas anything that will increase the rate of insurance on the Project.

4. Signs. No signs or other advertising devices shall be displayed which are visible from any Lot or on the Common Areas, including "For Sale" signs, except in conformity with the Rules and Regulations promulgated by the Board of Directors.

5. Use of Common Areas. The Common Areas shall not be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Association, nor shall the Common Areas be used in any way for the drying, shaking or airing of clothes or other fabrics. Stairs, entrances, sidewalks, yards, driveways or parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either on his Lot or upon the Common Areas which despoils the appearance of the Project.

6. Pets. No animals shall be kept in the Project except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept. No more than one household pet may be kept on any Lot without the written permission of the Association. No pets shall be permitted to run loose upon the Common Areas, and any Owner who causes any animal to be brought upon the Project shall indemnify and hold harmless the Association and/or the Owners from and against any loss, damage, or liability which they may sustain as the result of the presence of such animal on the

premises, whether or not the Association has given its permission therefore.

7. Parking. Unless otherwise permitted by the Association, no automobile, boat, trailer or recreational vehicle, camper, truck or commercial vehicle shall be parked or left on any street or any part of the Project other than in any parking area designated by the Association for the parking and storage of such vehicles, including Limited Common Areas, as applicable. However, parking by commercial vehicles for the purposes of making deliveries shall be permitted in accordance with Association rules. Except with the written consent of the Association, no Owner shall park anywhere in the Project more motor vehicles than can be parked on the driveway to such Owners dwelling. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on or within the Project. However, trailers or temporary structures incidental to Declarant's development of the Project may be allowed providing the same are promptly removed on completion of Declarant's development and initial sales.

ARTICLE TWELVE

Default

1. Definition. Failure to comply with any of the terms of this Declaration, the Articles of Incorporation or by-laws of the Association or the duly adopted Rules and Regulations of the Association, shall constitute an event of default and shall be grounds for relief, which may include without limitation an action to recover sums due for damages and injunctive relief, or any combination thereof.

2. Remedies. In addition to all other remedies herein contained or as may be provided by law, the Association may discontinue the furnishing of any utilities or other services to an Owner who is in default of his obligations to the Association or other Owners as set forth herein upon thirty (30) days written notice to such Owner and to any mortgagee of such Owner's Lot of its intent to do so.

3. Costs. In any proceeding arising because of any alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceedings and reasonable attorney's fees from such Owner.

4. No Waiver. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles of Incorporation or by-laws of the Association, or the Rules and Regulations, shall be deemed to be cumulative and the exercise of

any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges, as may be available to such party at law or in equity.

ARTICLE THIRTEEN

General Provisions

1. Acceptance of Governing Rules. The Association, all present or future Owners, tenants or future tenants, or any other persons using the facilities of the Project are subject to and shall comply with this Declaration, the Articles of Incorporation and by-laws of the Association, and the Rules and Regulations, and the acquisition, occupancy or rental of a Lot shall signify that all such documents are accepted and ratified. In the event of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order or preference: (a) this Declaration; (b) the Articles of Incorporation of the Association; (c) the by-laws of the Association; and (d) the Rules and Regulations.

2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Delivery of Notices. All notices or other documents required herein to be delivered by the Association or Owners may be delivered either personally or by mail. If delivered personally, same shall be deemed to have been delivered when actually received by the Owner or when left at the front door of his Lot. If mailed, same shall be deemed delivered when deposited in the Loted States mail addressed to the Owner at his address as it appears on the records of the Association with postage thereon prepaid.

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

5. Amendment. Lot owners shall have the right to amend this Declaration as set forth herein. Amendments of a

material nature must be agreed to by Lot Owners representing at least sixty seven percent (67%) of the total votes of the Association. For purposes of this paragraph, a change to any of the following shall be considered to be material:

- a. Voting rights;
- b. Assessments beyond the limitations set forth herein, assessment liens or subordination of assessment liens;
- c. Reserves for maintenance, repair and replacement of Common Areas;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interests in Common Areas or limited Common Areas, or rights to their use;
- f. Boundaries of any Lot;
- g. Convertibility of Lots in the Common Areas or visa versa;
- h. Expansion or contraction of the Project for the addition, annexation or withdrawal of property to or from the Project;
- i. A decision by the Association to establish self management when professional management has been required previously by an eligible mortgage holder;
- j. Restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in the Project documents;
- k. Any action to terminate the legal status of the Project after substantial destruction of condemnation occurs; or any provision or provisions that expressly benefit mortgage holders, insurers or guarantors.

In addition, an amendment to the Project documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

6. Paragraph Titles. Paragraph titles are used in this Declaration for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

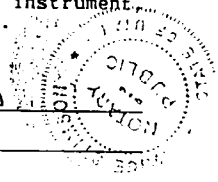
IN WITNESS WHEREOF, Declarant has duly executed this Declaration on this 9th day of ~~May~~, 1987.

October
Kirk D. Williamson
Declarant

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 9th day of ^{October}~~May~~, 1987, personally appeared before me KIRK D. WILLIAMSON, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Ray Stinson
NOTARY PUBLIC
Residing at: Provo, Utah



My Commission Expires:
8/27/91

281:042987A

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Certain real property located in Utah County, Utah,
and more particularly described as follows:

Outside Boundary
Main Street P.U.D. - Orem, Utah

Commencing South along the Section line 1959.43 feet and East 32.54 feet from the Northwest corner of Section 23, Township 6 South, Range 2 East Salt Lake Base and Meridian; thence North 00°03'35" West 50.01 feet; thence South 88°13'33" East 173.02 feet; thence North 00°33'33" East 111.00 feet; thence South 89°10'54" East 32.43 feet; thence North 00°03'33" West 106.26 feet; thence South 89°10'54" East 607.16 feet; thence South 17°01'50" East 748.97 feet; thence North 88°33'22" West 379.85 feet; thence along Hidden Meadows Planned Lot Development as follows: North 01°51'22" West 174.98 feet; North 88°57'22" West 150.30 feet; North 00°05'52" West 260.89 feet; thence North 88°13'33" West 495.67 feet to the point of beginning.

Area = 8.448 ACRES

LESS AND EXCEPTING therefrom all dedicated streets and rights of way.

Exhibit "B"

ENT38284 BK 2459 PG 685

<u>LOT NUMBERS</u>	<u>PAR VALUE</u>	<u>PERCENTAGE</u>
1	1.0	1.63934
2&3 (one vote)	1.0	1.63934
4	1.0	1.63934
5	1.0	1.63934
6&7 (one vote)	1.0	1.63934
8&9 (one vote)	1.0	1.63934
10&11 (one vote)	1.0	1.63934
12&13 (one vote)	1.0	1.63934
14	1.0	1.63934
15	1.0	1.63934
16&17 (one vote)	1.0	1.63934
18	1.0	1.63934
19	1.0	1.63934
20	1.0	1.63934
21	1.0	1.63934
22	1.0	1.63934
23	1.0	1.63934
24	1.0	1.63934
25	1.0	1.63934
26	1.0	1.63934
27	1.0	1.63934
28	1.0	1.63934
29	1.0	1.63934
30	1.0	1.63934
31	1.0	1.63934
32	1.0	1.63934
33	1.0	1.63934
34	1.0	1.63934
35	1.0	1.63934
36	1.0	1.63934
37	1.0	1.63934
38	1.0	1.63934
39	1.0	1.63934
40	1.0	1.63934
41	1.0	1.63934
42	1.0	1.63934
43	1.0	1.63934
44	1.0	1.63934
45	1.0	1.63934
46	1.0	1.63934
47	1.0	1.63934

281:042987A

48	1.0	1.63934
49	1.0	1.63934
50	1.0	1.63934
51	1.0	1.63934
52	1.0	1.63934
53	1.0	1.63934
54	1.0	1.63934
55	1.0	1.63934
56	1.0	1.63934
57	1.0	1.63934
58	1.0	1.63934
59	1.0	1.63934
60	1.0	1.63934
61	1.0	1.63934
62	1.0	1.63934
63	1.0	1.63934
64	1.0	1.63934
65	1.0	1.63934
66&67 (one vote)	1.0	1.63934
68	1.0	1.63934

CONSENT TO AMENDMENT

The Undersigned, Owners of Units within the Main Street Planned Unit Development, hereby execute this Exhibit acknowledging consent to the execution and recordation of this Second Restatement Declaration of Covenants, Conditions and Restrictions for Main Street Planned Unit Development:

<u>NAME</u>	<u>ADDRESS</u>
1. Leon M. VanHorn	73 E. HANOVER DR.
2. Leigh Lambert	57 E. Hanover
3. Thomas F. Park	49 E. Hanover Dr.
4. Cirra Elby	53 E. Hanover Dr.
5. Janice Vitek	58 E. Hanover
6. Dan Patten	65 East Hanover Dr. Orem
7. Elce Barwick	55 E. Hanover Dr. Orem.
8. Glenn Johnson	1103 S. Dan Blvd.
9. John Kufay (Summit Holding President)	All lots owned as of 9/30/1987
10. Dan Johnson	128 E. Hanover Dr.
11. Dan Patten	120 E. HANOVER DR.
12. Joseph Johnson	120 E. HANOVER DR.
13. Todd Johnson	124 E. HANOVER DR.
14. Nick D. Williamson	All Lots owned as of 9/23/1987
15.	