

WHEN RECORDED RETURN TO:
2225 Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

ENT 43015:2012 PG 1 of 31
Jeffery Smith
Utah County Recorder
2012 May 23 01:32 PM FEE 109.00 BY EO
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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
MIRA VISTA P.U.D. AMENDED**

THIS DECLARATION (hereinafter the "Declaration") is made and executed the date listed below, by Mira Condominiums Development, L.L.C., a Utah limited liability company, (hereinafter the "Declarant"), in its capacity as the owner of the below described real property and as the developer of the Mira Vista P.U.D. Amended, American Fork, Utah, (hereinafter sometimes referred to as the "Project" or the "Subdivision") and the undersigned lot owners in the Mira Vista P.U.D. Amended.

RECITALS

WHEREAS, the Declarant is the owner of the real property, located in American Fork, Utah, and more particularly described on Exhibit A (hereafter referred to as the "Land").

WHEREAS, the Declarant will construct certain twin homes and other improvements on the Land.

WHEREAS, the Declarant desires to provide for the preservation of the values of the Lots and for the maintenance of such common areas as may be included on the Project.

DECLARATION

NOW, THEREFORE, the Declarant does hereby make the following declaration:

**ARTICLE 1.
DEFINITIONS**

Unless the Declarant shall clearly indicate otherwise, the following terms as used in this Declaration shall have the meanings set forth in this article.

1.1 Articles shall mean and refer to the Articles of Incorporation or the Articles of Organization of the Association, which are or shall be filed in the office of the Division of Corporations and Commercial Code, State of Utah, as amended from time to time.

1.2 Assessment shall mean the amount which is to be levied and assessed against each Lot and paid by each Owner to the Association for Association expenses.

1.3 Association shall mean Mira Vista P.U.D. Amended Homeowners Association, and its successors and assigns.

1.4 Board shall mean the Board of Trustees of the Association.

1.5 Common Areas and Facilities or Common Areas shall mean such portions of the Project, which are for the common use and enjoyment of the Owners including, but not limited to, the following:

(a) any exterior walkways, private streets, yards, gardens, landscaped areas, or other open areas located on the Property or as designated on the Plat, but not including any such areas which are included in the Lots;

(b) any easements appurtenant to the Property which are reserved for the common use of the Lots;

(c) any installations of central services or facilities for power, light, gas, water, sewer, telephone and other utilities; and other apparatuses, facilities and installations for common use of the Property or the Mira Vista Condominiums;

(d) such other common areas and facilities as shall hereafter be contributed to the Association by Declarant or acquired by the Association.

1.6 Condominium Common Areas and Facilities or Condominium Common Areas shall mean the following portions of the Mira Vista Condominiums:

(a) any exterior walkways, streets, yards, gardens, landscaped areas, other open areas located on the Mira Vista Condominium property or as designated on any Plat of the Mira Vista Condominiums;

(b) any easements appurtenant to the Mira Vista Condominiums which are reserved for the common use of the Condominium Units;

(c) any installations of central services or facilities for power, light, gas, water, sewer, telephone and other utilities; and other apparatuses, facilities and installations for common use of the Mira Vista Condominiums and Mira Vista P.U.D. Amended;

(d) those portions of the Mira Vista Condominiums that are designated in the Declaration of Condominium or the Map for the Mira Vista Condominiums or on the rooms and facilities themselves as the lobby, library, arts & crafts room, meeting room and television room, and, in addition, any portion of the Mira Vista Condominiums, other than the Individual Units, which had previously been owned by the Mira Development as the declarant of the Mira Vista Condominiums and which had previously been designated by Mira Development as Central Facilities Units(s), together with such accesses to all of such portions of the Mira Vista Condominiums as are described in this paragraph (d) through the entrances, entryways, halls, hallways, stairs, elevators or other similar Common Areas of the Mira Vista Condominiums as shall be reasonably necessary to access the Common Areas described in this subparagraph (d).

Condominium Common Areas shall not mean or include Common Areas or facilities defined in the Declaration of Condominium of the Mira Vista Condominiums which are parking areas or driveways or entrances to the parking areas or which are intended only for the use of the Mira Vista Condominium Owners including but not limited to the structural components of the Units or the hallways which service only the Individual Units.

1.7 Declarant shall mean Mira Vista Condominiums Development, L. L. C., a Utah corporation and its successors and assigns, if any, as developer of the Project.

1.8 Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Project as designated on the Plat, including any amended or supplemental plat together with the Undivided Interest in and to the Common Areas pertaining to such Lot.

1.9 Mortgage shall mean any recorded mortgage or deed of trust encumbering a Lot; and Mortgagee shall mean any mortgagee under a mortgage or a beneficiary under a Deed of Trust.

1.10 Owner shall mean any person or entity, including the Declarant, who is the owner of record or the contract purchaser of a fee or undivided fee interest in a Lot. Owner shall not mean or refer to any Mortgagee unless such Mortgagee has acquired fee title pursuant to foreclosure, or any sale, conveyance or other proceeding in lieu of foreclosure. If more than one person or entity shall be the Owner of a particular Lot, then all of such persons or entities shall be jointly and severally liable for all obligations and responsibilities of an Owner hereunder.

1.11 Plat shall mean the plat covering the Property and which is entitled Mira Vista P.U.D. Amended, American Fork, Utah County, Utah, prepared by Sowby & Berg and certified by Dodd Greer, a registered Utah land surveyor, Certificate No. 6913 which plat has been or will

be executed by Declarant and has been or will be filed for Record concurrently with this Declaration. Plat shall also mean any amendments to the above named plat.

1.12 Property shall mean all Land covered by this Declaration, including the Common Areas and the Lots, all buildings, improvements and other structures thereon, all easements, rights and appurtenances belonging thereto and all personal property intended for use in connection therewith.

1.13 Twinhome shall mean the zero lot clearance residences constructed on Lots 1 through 4 and 8 through 37 and the three zero clearance homes to be constructed on Lots 5, 6 and 7 and on Lots 38, 39 and 40.

ARTICLE II. SUBMISSION OF PROPERTY

2.1 Submission of Property. The Declarant hereby submits and subjects the real property located in American Fork, Utah County, Utah and more particularly described above, the buildings, improvements, and other structures located thereon, all easements, rights and appurtenances, and all other Property, as defined herein, to the provisions of this Declaration and declares that all such real property, buildings, improvements, structures, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

2.2 Reservation. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the Property and any improvements (other than Buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete each of the Twinhomes and all of the other improvements to be constructed on the Lots and to do all other things reasonably necessary in connection therewith; (b) to construct and complete on the Property and to improve portions of the Property with such other additional improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem to be necessary or appropriate, and (c) such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of the Lots hereof. With the exception of perpetual easements, the reservations hereby effected shall, unless sooner terminate in accordance with their terms expire five (5) years after the date on which this Declaration is filed for record with the County Recorder of Utah County.

2.3 Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and

shall be binding upon and insure to the benefit of Declarant and any and all parties who have acquired or hereafter acquire any interest in a Lot or in the Common Areas, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, Mortgagee, tenant, or occupant of a Lot shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Lot thereby consents to and agrees to be bound by all of the provisions of this Declaration.

ARTICLE III. NATURE AND INCIDENTS OF OWNERSHIP

3.1 Easement for Encroachment. If any part of a Twinhome encroaches or shall hereafter encroach upon the adjoining Lot, an easement for such encroachment and for maintenance thereof shall and does exist. Such encroachment shall not be considered to be encumbrances on the Lot. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Twinhomes on the Property, by error in the Map, by settling, raising or shifting of the earth, or by changes in position caused by repair or reconstruction of the improvements or any part thereof.

3.2 Right of Lateral Support. Each Owner of a Twinhome shall have the right to the lateral support of the adjoining Twinhome, and such rights shall be appurtenant to and pass with the title to such Lot.

3.3 Easement to Association. The Association shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

3.4 Easement to Mira Condominiums. The Condominium Unit Owners of the Mira Vista Condominiums shall have non-exclusive easements to make use of the Common Areas on the Property in accordance with the terms of the Declaration of Easements, Covenants, Conditions and Restrictions of Mira Vista Condominiums and Mira Vista P.U.D. Amended subject to the right of the Association to regulate the same in accordance with and similar to the right of the Association to regulate the use of the Common Areas hereunder by the Owners.

3.5 Utility Easements. There is reserved hereby an easement for all pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities which traverse, intersect, or underlie the Property, whether such pipes, lines utilities and facilities are now existing or hereafter constructed and further are subject to an easement necessary for ingress to, egress from, repair, maintenance, and replacement of such pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities.

3.6 Undivided Interest in and Easement for Common Areas. Each Lot shall have appurtenant thereto (a) an equal undivided interest in the Common Areas of the Subdivision (hereafter referred to as the “Undivided Interest in the Common Areas”), (b) a nonexclusive right and easement for use of any of such Common Areas of the Subdivision and (c) a nonexclusive right and easement for use of the Condominium Common Areas in accordance with the terms of the Second Amendment to the Condominium of Mira Vista Condominiums.

3.7 No Separation. No part of a Lot or of the legal rights comprising ownership of a Lot may be separated from any other part thereof, so that each Lot, the Undivided Interest in the Common Areas and the nonexclusive rights and easements in the Common Areas and in the Condominium Common Areas appurtenant to the Lot shall always be conveyed, devised, encumbered, leased, rented and otherwise effected only together and may never be separated from one another. Every gift, devise, bequest, inheritance, transfer, conveyance, encumbrance, lease or rental respective of a Lot shall constitute a gift, devise, bequest, inheritance, transfer, conveyance, encumbrance, lease or rental of the appurtenant Undivided Interest in the Common Areas and the easements described herein whether or not reference is made thereto. No Owner shall bring any action for partition of the Common Areas. The rights and easements described herein shall be for the purposes and uses set forth in this Declaration and shall be subject to such reasonable rules and regulation regarding the use of the Common Areas and as the Association shall establish.

3.8 Title to Lots. Title to a Lot, consisting of a fee simple interest therein, may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

3.9 Easements Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

3.10 Description of a Lot. Every deed, mortgage, purchase contract, lease, or other instrument, conveying, encumbering or affecting the title to a Lot shall describe that Lot by the number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear on the records of the County Recorder of Utah County, Utah, in substantially the following fashion:

Lot ____, Plat ____, Mira Vista P.U.D. Amended, recorded in the County Recorder of Utah County, Utah, SUBJECT TO the Declaration of Easements, Covenants, Conditions and Restrictions of Mira Vista P.U.D. Amended, recorded in the office of the Utah

County Recorder as Entry No. _____, in Book _____, at Page _____, (as the same is amended or modified) TOGETHER WITH the Undivided Interest in the Common Areas appurtenant to such Lot and the rights and easements of use of the Common Areas as described and provided in the said Declaration and Plat described above.

Whether or not the above form is used in any such instrument, the provisions of this Declaration shall be binding upon and inure to the benefit of any party acquiring an interest in a Lot.

ARTICLE IV.
USE RESTRICTIONS

4.1 Residential Use. Each of the Lots in the Project shall be used for single family housing in compliance with American Fork City ordinances. No building shall be erected or placed on any Lot other than a Twinhome, together with a garage and such outbuildings as are customarily appurtenant to a residence; provided that such outbuildings shall be located on the Lot. An “outbuilding” shall mean an enclosed covered structure not directly attached to the residence.

4.2 Residential Use of Lots for Older Persons. It is intended that the Project be a residential housing project for persons fifty-five (55) years of age or older and that the Lots and Twinhomes be used as residences for such persons. Not less than eighty percent (80%) of the Twinhomes shall be occupied by at least one person who is fifty-five (55) years of age or older (hereafter any person satisfying such requirement shall be referred to as an Age 55 Occupant). Only the Owner, a tenant of the Owner, the spouse of an Owner Tenant, and their children or grandchildren who are at least 19 years of age or older shall be permitted to occupy or reside in each Twinhome. These restrictions shall not be deemed to prevent:

(a) Occupancy by employees of the Association (and their family members) who are under age 55 provided that the employees provide substantial duties related to the management or maintenance of the Project or the services provided to the Owners thereof;

(b) Occupancy by persons who are necessary to provide reasonable accommodation to disabled Owners or residents and who are under age 55; nor

(c) any Owner or occupant of a Twinhome from entertaining guests of any age in his or her Twinhome, including temporary residency not to exceed three (3) months.

The number of persons who can reside in the Twinhomes and their relationships to each other shall be in accordance with the American Fork City Zoning Ordinance. Furthermore, the right to reside in the Twinhomes shall be subject to the provisions set forth in this Section as well as the duty and responsibility to comply therewith as set forth in this Declaration.

4.3 Restrictions on Sale of Lots. The Owner of a Lot shall be entitled to sell such Lot, provided that such sale shall be to a prospective Owner who is or intends to be or whose spouse is or intends to be an Age 55 Occupant of the Twinhome or if the Owner intends to lease or rent the Twinhome to a person or persons one of whom is an Age 55 Occupant so as to comply with the provisions of Section 4.2 above. In the event an Owner of a Lot shall have received an offer to purchase the Lot which the Owner desires to accept, then the Owner shall notify the Association of the name and age of the prospective purchaser(s) and the name and age of each individual who intends to occupy the Twinhome, the purchase price and all other relevant terms of the sale. The Association shall have the right and option for a period of thirty (30) days to elect to purchase such Lot upon the same terms, provisions and conditions as the offer of the prospective purchaser except that closing shall not be less than thirty (30) days after the date of the election by the Association to so purchase and the Association shall have the right to undertake reasonable due diligence with respect to the purchase of such Lot. The election to purchase the Lot shall be made by the Management Committee; provided, however, that if any special assessment shall be necessary to effectuate such purchase, such special assessment shall be subject to the provisions of Section 7.7. The Association's right to purchase may only be exercised in order to insure owner-occupancy of the Twinhome or to insure that a person of the age of 55 years or older is the Owner or occupant of the Twinhome. Accordingly, if an individual who is over the age of 55 years or whose spouse is over the age of 55 years and who intends to reside in the Twinhome is a prospective purchase, the Association shall not have the right to purchase the Lot as provided herein. However, the Association shall still be entitled to the notice of such prospective sale as provided herein in order to verify compliance with the provisions of this Declaration.

4.4 Duty to Provide Age Verification Information. Each Owner and occupant of a Twinhome/Lot and each prospective Owner and occupant of a Twinhome/Lot upon acquiring such ownership of or taking occupancy of a Twinhome/Lot agrees to provide the Management Committee with verification of the age of each occupant of the Twinhome/Lot at such time or times as the Management Committee shall request. Within ten (10) days of any such written request from the Management Committee, each Owner shall provide the Management Committee with verification of the age of each occupant thereof. Such verification may be by any of the following:

- (a) driver's license;
- (b) birth certificate;
- (c) passport;

- (d) immigration card;
- (e) military identification; or
- (f) any other state, local, national, or international official documents containing a birth date of comparable reliability.

4.5 Duty to Comply with Age 55 or Over Requirements. If as a result of an Age 55 Occupant (as hereafter defined) moving from a Twinhome (except where the Age 55 Occupant temporarily moves from the Twinhome for a period of not more than 3 months with the intention to return) or as a result of the death of an Age 55 Occupant, such Twinhome/Lot no longer is occupied by an Age 55 Occupant, and if as a result of such death or moving of an Age 55 Occupant, less than eighty percent (80%) of the Twinhomes/Lots are occupied by at least one Age 55 Occupant, then within thirty (30) days of the death or moving of such Age 55 Occupant from the Twinhome/Lot, the Owner of such Lot shall either sell the Lot so that it can be occupied by an Age 55 Occupant, or shall rent the Twinhome/Lot so that it is occupied by an Age 55 Occupant. Notwithstanding the foregoing, the Owner shall not be required to comply with the obligation to sell or rent the Twinhome/Lot in order to satisfy the requirements of this Section if within such thirty (30) day period another Twinhome/Lot which previously did not have an Age 55 Occupant shall be sold or rented such that it is occupied by an Age 55 Occupant thereby satisfying the requirement that eight percent (80%) of the Twinhomes/Lots be occupied by an Age 55 Occupant. It is the intent of this Section that the Lots which have the most recent change in its occupancy such that they are not occupied by at least one Age 55 Occupant and which thereby cause the percentage of Twinhomes of the Subdivision occupied by at least one Age 55 Occupant to be less than eighty percent (80%) shall be required to change their ownership, rental or occupancy to bring the Subdivision into compliance as provided herein.

4.6 Common Area Use. The Common Areas shall be used only in a manner consistent with their community nature and the use restrictions applicable to Lots as set forth herein.

4.7 No Alterations or Obstructions to Common Areas. Without the prior written consent of the Association in each specified instance, no Owner shall make or cause to be made any alteration, addition, removal or improvement in or to the Common Areas or any part thereof, or do any act which would impair the structural soundness or integrity of any improvement, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Land. Without the prior written consent of the Association, no Owner or guest shall obstruct the Common Areas or any part thereof, or park any recreational vehicles, including trailer, campers, motorhomes, boats and snowmobiles, on the Common Areas. Without the prior written consent of the Association, no Owner shall store or keep any property on the Common Areas or any part thereof.

4.8 Other Restrictions. Nothing shall be done on or kept on or in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by Owner of Owners' invitees; provided, however, that any invitee to the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No obnoxious, destructive, or offensive activities shall be carried on in any Lot or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project. Without the prior written consent of the Association nothing shall be done on or kept on or in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Common Areas or any part thereof or increase the rate of the insurance on the Common Areas or any part thereof over what the Association, but for such activity, would pay.

4.9 Rules and Regulations. Each Owner shall comply strictly with all rules and regulations adopted by the Association for the use of the Project, Lots and Common Areas, as the same may be adopted, modified, amended and construed by the Association.

ARTICLE V.
DUTIES AND OBLIGATIONS OF OWNERS

5.1 Maintenance and Repair. Except for maintenance to be completed by the Association as hereafter provided, each Owner shall, at his or her sole cost and expense, keep his or her Twinhome, Lot and all improvements thereon, in a clean, safe, sanitary and attractive condition, and in a good state of repair. The Owner's obligation shall include the obligation to water the lawned areas of his or her Lot and to keep any landscaping on his or her Lot in a clean, safe and attractive condition and in good order, condition and repair, other than the landscaped areas maintained by the Association.

5.2 Assessments. Each Owner shall be responsible for the prompt payment of any Assessments provided for in this Declaration.

5.3 Observation of Rules and Regulations. Each Owner shall be responsible for the observance by Owner and any guests or invitees of Owner of the rules and regulations adopted from time to time by the Association.

ARTICLE VI.
ASSOCIATION

6.1 Membership. Each Owner shall be entitled and required to be a Member of the Association. Upon acquiring title to a Lot, an Owner shall automatically become a member of the Association, and upon ceasing to be an Owner, for any reason, and Owner's membership in the Association shall automatically cease. Each membership in the Association shall be appurtenant to and may not be separated from the Lot to which it relates. No person or entity, other than an Owner, may be a member of the Association. Any sale, transfer, conveyance, devise, encumbrance or other disposition of a Lot shall automatically sell, transfer, convey, devise, encumber or otherwise dispose of the Owner's membership in the Association and the right and obligations appurtenant thereto.

6.2 Voting Rights. Each Owner, including Declarant, shall be entitled to one (1) vote as to all Association matters for each Lot owned by such Owner.

6.3 Multiple Owners of a 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 between or among themselves, but in no event shall more than the one (1) vote appurtenant to such Lot be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting or in writing by another Owner of the same Lot, in which event no vote will be counted with respect to such Lot except to determine the presence or absence of a quorum.

6.4 Record of Owners. Each Owner shall promptly notify the Association of any change of ownership, contract sale, or encumbrance of a Lot and, if requested by the Association, shall deliver to the Association a copy of any such conveyance document, sale contract or encumbrance. The Association may rely on the information from the Utah County Recorder regarding the Owners and Mortgagees of Lots.

6.5 Quorum. Unless different requirements are established by other sections of this Declaration, the presence, in person or by proxy, of a majority of the Owners shall constitute a quorum. If less than a majority of the Owners are represented at a meeting, the chairman of the meeting or a majority of the Owners present or represented, may adjourn the meeting from time to time without further notice. Provided that such adjourned meeting shall be held within fifteen (15) days of the date of the meeting as originally noticed, the quorum requirement shall be one-half of the quorum requirement that was required for the meeting as originally noticed. At any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Owners as a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum.

6.6 Voting. If a quorum is present, the affirmative vote of a majority of the Owners, present or represented by proxy at the meeting, shall constitute the act of the Owners or of the Association, unless the vote of a different number is required by this Declaration.

6.7 Board of Trustees. The initial Board of Trustees shall be the Board of Trustees for the association of unit owners of Mira Vista Condominiums, however constituted, until the last Lot is sold ("Turnover Date"). After the Turnover Date, the Board of Trustees of the Association shall be composed of three (3) Trustees, each of whom shall be an Owner (or an officer, director, or agent of an Owner who is not an individual).

6.8 Board of Trustees. Subject to the provisions of Section 6.7, the Board shall thereafter be composed of three (3) Trustees, each of whom shall be an Owner (or an officer, director, or agent of an Owner who is not an individual). The term of office of each Trustee shall be two years (2) and each Trustee shall serve until his or her successor is elected.

6.9 Indemnification of Board. Each Trustee shall be indemnified and held harmless by the Owners against all costs, expenses, and liabilities, including, but not limited to attorneys' fees, incurred in connection with any proceeding in which such Trustee may become involved by reason of being a member of the Board, except actions arising from the criminal or fraudulent actions or conduct of such Trustee.

6.10 Obligations of the Association. The Association shall have the obligation to do and perform the following for the benefit of the Owners and the maintenance and improvement of the Project.

(a) The Association shall keep, maintain, repair and replace the Common Areas, in a clean, safe and attractive condition and in good order, condition and repair, including the obligation to snow plow the private drive easement.

(b) The Association shall keep, maintain, repair and replace in a clean, safe and attractive condition and in good order, condition and repair the landscaping in the front and sides of each Lot.

(c) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(d) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

6.11 Powers of Association. The Association shall have all the powers set forth in its Articles of Incorporation and Bylaws, all powers that have been or may hereafter be conferred by

law to nonprofit corporations, all powers as may hereafter be granted to it by its members, and the power to do all things authorized, required or permitted to be done by the Association under the provisions of this Declaration, including, but not limited to the following:

- (a) The Association shall have the power to obtain, contract and pay for:
 - (i) the construction, maintenance, repair and landscaping of the Common Areas;
 - (ii) such insurance policies or bonds as may be required by this Declaration or as the Board may deem reasonable or necessary for the benefit of the Association, the Trustees and the Owners; and
 - (iii) such materials, supplies, and other personal property and such labor and other services as the Board may deem reasonable and necessary to carry out the duties of the Association.
- (b) The Association shall have the power to levy and collect assessments as hereinafter provided.
- (c) The Association shall have the power to adopt, amend, modify, repeal, construe and enforce reasonable rules and regulations governing among other things the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.
- (d) The Association shall have the power, in its own name, and in its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Association, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations. The Association shall also have power to adopt bylaws or rules and regulations regarding the suspension of the rights, including voting rights, of an Owner as a member of the Association during any period of time during which the Owner fails to comply with the rules and regulations of the Association or with Owner's obligations under this Declaration.
- (e) The Association shall have all other rights, powers, and privileges reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.12 Governance of Association. Except as herein set forth, the Association shall be governed by its Articles of Incorporation and Bylaws, and the resolutions adopted by its members or Board.

ARTICLE VII. ASSESSMENTS

7.1 Agreement to Pay Assessments. The Declarant and each Owner, for each Lot within the Project, and for and as the Owner of the Land and Property and every part thereof, hereby covenants and each Owner of any Lot by the acceptance of a deed or other instrument of conveyance and transfer therefor, whether or not it be so expressed in said deed or other instrument, shall be deemed to covenant and agree with each other Owner and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration, any special assessment for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article VII.

7.2 Annual Assessments. Annual Assessments shall be computed and assessed against all Lots in the Project based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and Facilities. Such estimated expenses may include, without limitation, the following: Expenses of management; real property taxes and special assessments on the Common Areas, to the extent not included in the assessments to the Lots; premiums for all insurance that the Association is required or permitted hereunder; common trash collection, if any; repairs and maintenance; wages for Association employees, including fees for a Manager (if any); assessments from Mira Condominiums for the Associations and Owners share of the Common Expenses associated with the portion of the Condominium Common Areas described in Section 1.6 above; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, major maintenance reserve, and/or surplus or sinking fund; creation of an adequate reserve fund for maintenance repairs and replacement of those Common Areas that must be replaced on a periodic basis, where such reserve is to be funded by monthly payments rather than extraordinary special assessment; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this Section 7.2 shall be part of the Common Expense Fund.

7.3 Annual Budget. Annual assessments shall be made on a calendar year basis; provided however that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Association as the date of commencement of the Project.

The Association shall give written notice to each Owner of a proposed budget and the estimated amount of the annual assessment, based upon such proposed budget, with respect to his or her Lot not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the calendar year. The budget shall itemize the estimated cash requirements for each fiscal year, anticipated receipts, reserves, and any deficit or surplus from the prior operating period. The Annual Budget shall be submitted to the vote of the Members of the Association in accordance with the provisions of Article VI of this Declaration at a meeting of the Owners to be held not less than twenty (20) days prior to the beginning of the calendar year. The Annual Budget, as approved, amended or modified at such meeting of the Owners, shall serve as the basis for the annual assessments for the upcoming calendar year and as the major guideline under which the Project shall be operated during such annual period.

7.4 Uniform Rate of Assessment. The Common Expenses shall be apportioned and assessed to all Owners at a uniform rate which shall be in proportion to the number of Lots in the Project.

7.5 Payment. Each Annual Assessment shall be due and payable in annual installments on the 2nd day of January of each year and no separate notices of such annual installment shall be required. The Association, at its discretion, may elect to have the Annual Assessments due and payable in monthly installments on the 1st day of each and every month. Each annual or monthly assessment shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. In addition, in the event that any installment of the Annual Assessment is not paid within thirty (30) days of the date such installment becomes due, the Association may, at its option, and upon thirty (30) days' prior written notice to the Owner accelerate the due date for all remaining installments for the calendar year and all accrued by unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said thirty (30) day notice period and interest shall accrue on the entire sum at the rate of eighteen percent (18%) per annum from such date until paid in full. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date thirty (30) after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

7.6 Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 7.7 below, except that the vote therein specified shall be unnecessary.

7.7 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board of Trustees on behalf of the Association may, levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the members of the Association, special assessments (hereafter "Special Assessments"), payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, in expected repair or replacement of the Project or improvements thereon or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source or authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amount assessed pursuant hereto shall be assessed to Owners on the same basis as set forth in Section 7.4 (namely in proportion to the number of Lots in the Project). Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such portions become due if not paid within thirty (30) days after such date.

7.8 Lien for Assessments. All sums assessed to a Lot pursuant to the provisions of this Article VII, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article VII, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner, and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Utah County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Upon the vote of two-thirds (2/3rds) of the Owners present at or represented by proxy at a meeting of the Owners at which a quorum is present, such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. The Owner shall be required to pay the costs and expenses of such foreclosure proceedings, the costs and expenses of filing the notice of lien and all reasonable attorneys' fees incident to either the filing of the lien or the foreclosure proceedings. Such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Association shall have the right and power to bid an amount equal to its existing lien at any foreclosure sale, and to acquire, hold, convey, lease, rent, mortgage or use the Lot the same as the Owner. A release of lien shall be executed by the Association and recorded in the office of the County Recorder of Utah County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

7.9 Subordination of Liens to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Mortgage given in the first instance to a bank, savings and loan association, insurance company or other institutional lender, and the holder of any such Mortgage or purchaser who comes into possession of or becomes the Owner of a Lot by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such Mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment installment which accrues or becomes due prior to the date the Mortgage was recorded; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer of a Lot in connection with any foreclosure of a Mortgage shall relieve any Lot from the lien of any assessment installment thereafter becoming due.

7.10 Certificate of Payment of Assessments. Upon payment of a reasonable fee and upon written request of any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current yearly assessment and the portion thereof which has heretofore been paid; credit for advanced payments or prepaid items, including, but not limited to, prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which become due prior to the making of such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Lot.

7.11 Notice to and Payment by Mortgagee of Unpaid Assessments. The Association shall report to any Mortgagee or other encumbrancer of a Lot any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such Mortgagee or encumbrancer first shall have furnished to the Association written notice of such encumbrance and a request for notice of unpaid assessments. A Mortgagee or other encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Notice, and upon such payment such shall be subrogated to all rights of the Association with respect to such lien, including priority.

7.12 Personal Obligation of Owner. The amount of any Annual or Special Assessment shall be the personal obligation of the Owner to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

7.13 Personal Liability of Purchaser. Subject to the provision of Sections 7.9 and 7.10 a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

7.14 Lien for Fines. The Association may levy fines against any Owner who violates any of the provisions of the Declaration of Easements, Covenants, Conditions and Restrictions, or the Articles of Incorporation, By-laws or Rules and Regulations of the Association. Said fines shall be secured by a lien on such Lot and shall be superior to all other liens and encumbrances on such Lot except only for (a) valid tax and special assessment liens on the Lot in favor of any governmental assessment authority; (b) encumbrances on the Lot recorded prior to the date notice of the lien provided for herein is recorded; and (c) other annual and special assessments recorded prior to the date of lien is recorded.

ARTICLE VIII. INSURANCE

8.1 Types of Insurance Maintained by the Association. The Association shall procure and maintain the following types of insurance:

8.1.1 Property and Liability Insurance. The Association shall procure and maintain property and liability insurance as required by the Utah Community Association Act (Utah Code Ann. § 57-8a), Sections 401 through 407, as amended from time to time. The liability policy shall contain an endorsement which shall preclude the insurer from denying the claim of any Owner because of the negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds, as between themselves, are not prejudiced. The policy shall provide that it may not be cancelled or substantially modified by the insurer unless it gives at least thirty (30) days' prior written notice thereof to each insured.

8.1.2 Directors and Officers Insurance. The Association shall insure the directors and officers for at least one million dollars (\$1,000,000.00).

8.1.3 Fidelity Insurance. The Association shall procure and maintain a policy or policies of blanket fidelity insurance to protect against dishonest acts on the part of any director, trustee, officer, manager, agent, employee or other person who administers, handles, or is otherwise responsible for the funds of the Association. Such policy or policies shall name the Association as the obligee, shall provide coverage for the maximum sum of funds, including reserves, which will be in the possession or custody of the Association at any time the policy is in force, but in no event less than three (3) months assessment on all Lots, plus reserves. The policy or policies shall provide that they may not be cancelled or substantially modified by the insurer unless it gives at least thirty (30) days' prior written notice thereof to each insured. The policy shall contain a waiver of any defense for persons who serve without compensation. In the event the Association shall engage the services of a management agent who shall administer, handle or be responsible for the funds of the Association then the Association shall require such management agent to provide a policy or policies of fidelity insurance which shall provide the same insurance coverage as required of the Association by this Subsection.

8.1.4 Worker's Compensation. The Association may carry worker's compensation and employer's liability insurance and other similar insurance with respect to all employees of the Association in the amounts and in the forms now or hereafter required by law.

8.1.5 Additional Insurance. The Association may also procure such additional insurance which shall insure the Common Areas, the Association or the Owners and others against such additional risks as the Association shall deem advisable.

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

8.2 Insurance Company. The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah, and which holds a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports.

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

8.4 Insurance by Owner. Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's policies' deductible. Each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies of

the Association, the other Owners, and the trustees, directors, officers, servants, employees, agents, invitees or tenants of any of them, if such insurance can be obtained in the customary practice without substantial additional premium charge for the waiver of rights of subrogation.

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

8.6 Right to Adjust Claims. The Association has the right and authority to adjust claims.

ARTICLE IX.
DAMAGE OR DESTRUCTION

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

ARTICLE X.
MORTGAGEE PROTECTION

10.1 Amendment. No amendment to this Declaration shall affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment or any successor or assign thereof, unless such Mortgagee has consented in writing to such amendment.

10.2 Notice of Matters Affecting Security. The Association shall give written notice to any Mortgagee of a Lot requesting such notice whenever:

(a) there is any material default by the Owner of the Lot subject to the Mortgage in performance of any obligation under this Declaration or the Articles of the Association which is not cured within ninety (90) days after default occurs; or

(b) damage to the Common Areas from any one occurrence exceeds \$10,000;
or

(c) there is any condemnation or taking by eminent domain of any material portion of the Common Areas.

10.3 Notice of Meetings. Upon request of a Mortgagee, the Association shall give to such Mortgagee of a Lot notice of all meetings of the Association. Each Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

10.4 Right to Examine Association Records. Any Mortgagee shall, upon request, have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Lot securing the Mortgage.

10.5 Right to Pay Common Area Taxes and Charges. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on insurance policies pertaining to the Common Areas, or secure new insurance coverage pertaining to the Common Areas on the lapse of a policy; and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

10.6 Insurance and Condemnation Proceeds. No provision of this Declaration shall be deemed to grant any Owner any rights in or to a distribution of insurance proceeds or a condemnation award for the loss to or the taking of a Lot or the Common Areas which are prior to the rights of the Mortgagee under its respective Mortgage to such distribution of insurance proceeds or condemnation award.

ARTICLE XI. PARTY WALLS

11.1 General Rules of Law to Apply. Each wall built or to be built as a part of the original construction of the Twinhomes and placed substantially on a dividing line between 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 damage due to negligence or willful acts or omissions shall apply thereto.

11.2 Sharing of Repair and Maintenance. The cost or reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportions to such use.

11.3 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 Owner of another Lot thereafter makes use of the wall, such other Owner shall contribute to the cost of restoration thereof in proportion to such use; the foregoing provision shall not prejudice, however, the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions.

11.4 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.

ARTICLE XII.
MISCELLANEOUS

12.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person, as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the registered agent, or any officer or Trustee of the Association.

12.2 Amendment of this Declaration. The Owners at any time, and from time to time, have the right to amend this Declaration and/or the Plat upon the written approval of the Owners of not less than two-thirds (2/3rds) of the Lots. Any such amendment shall be by an instrument duly recorded with the County Recorder of Utah County, Utah.

12.3 Declarant's Rights Assignable. Declarant's rights under this Declaration or in any way relating to the Property or the Project may be assigned.

12.4 Enforcement of Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of this declaration; (a) any Owner; (b) the Association; or (c) any Mortgagee. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorneys' fees.

12.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

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

12.7 Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning, or intent of this Declaration or any paragraph or provisions thereof.

12.8 Effective Date. This Declaration, any Plat and any amendment or supplement to either, shall take effect upon the recording thereof in the office of the County Recorder of Utah County, Utah and shall remain in effect until terminated by the recording of an instrument executed and consented to in writing by all Mortgagees of Lots affected thereby in accordance with the provisions of Section 12.2.

12.9 Conflict. In case any provisions shall conflict with Utah law, Utah law shall be deemed to control.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the Owners of all of the Lots, have hereunto set their hands and seals the day and year first above appearing.

DATED: _____.

MIRA CONDOMINIUMS DEVELOPMENT,
LLC

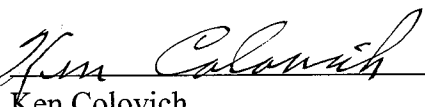
By: _____
Its: _____
Owner Lot 3, Part Lot 4 Mira Vista Plat A Amd.,
Lots 1-7, Mira Vista Plat B Amd.
Lots 8-15, 24-37 Mira Vista Plat C Amd.



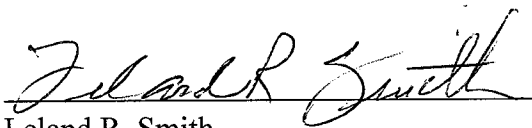
Ruth M. Naumann
Owner Lot 16, Mira Vista Plat C Amd.



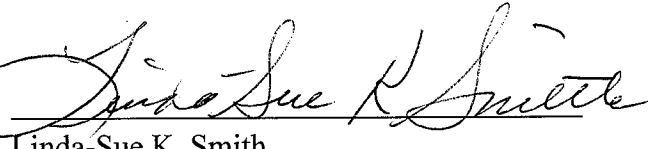
Wendy Jeppson
Owner Lot 17 Mira Vista Plat C Amd



Ken Colovich
Owner Lot 17 Mira Vista Plat C Amd



Leland R. Smith
Owner Lot 18 Mira Vista Plat C Amd



Linda-Sue K. Smith
Owner Lot 18 Mira Vista Plat C Amd

Dianne Johnson power of attorney for
Hi F. Gibson

Hi F. Gibson
Owner Lot 19 Mira Vista Plat C Amd

Dianne Johnson power of attorney for
Marie J. Gibson

Marie J. Gibson
Owner Lot 19 Mira Vista Plat C Amd

* Its: Gilla P. Watt, manager Mira Condominiums Dev't, LLC
 Owner Lot 3, Part Lot 4 Mira Vista Plat A Amd.,
 Lots 1-7, Mira Vista Plat B Amd.
 Lots 8-15, 24-37 Mira Vista Plat C Amd.

Wendy Jeppson
 Owner Lot 17 Mira Vista Plat C Amd

Ken Colovich
 Owner Lot 17 Mira Vista Plat C Amd

Leland R. Smith
 Owner Lot 18 Mira Vista Plat C Amd

Linda-Sue K. Smith
 Owner Lot 18 Mira Vista Plat C Amd

Hi F. Gibson
 Owner Lot 19 Mira Vista Plat C Amd

Marie J. Gibson
 Owner Lot 19 Mira Vista Plat C Amd

Barbara E. Jensen
 Owner Lot 20 Mira Vista Plat C Amd

Mary Carolyn Stoy
 Owner Lot 21 Mira Vista Plat C Amd

David M. Pugmire
 Owner Lot 21 Mira Vista Plat C Amd

Anne M. Pugmire
 Owner Lot 21 Mira Vista Plat C Amd

Jay F. Buxton
 Owner Lot 22 Mira Vista Plat C Amd

Helen J. Buxton
 Owner Lot 22 Mira Vista Plat C Amd

Donna A. Edmiston
 Owner Lot 23 Mira Vista Plat C Amd

ENT43015:2012 PG 25 of 31

STATE OF UTAH)
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:SS
County of UTAH)

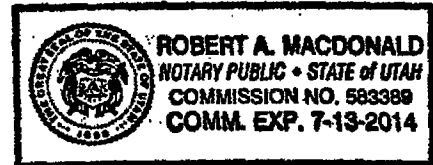
On the 14th day of MAY, 2012 personally appeared before me Csilla Pajela Watt, who represented to me that she is the manager of Mira Condominiums Development, L.L.C., a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that she had authority to execute the within the foregoing instrument in behalf of said company, and that said company executed the same.

[Handwritten Signature]

Notary Public

[Handwritten Mark]

STATE OF UTAH)
)
:SS
County of _____)



On the _____ day of _____, 2012 personally appeared before me Ruth M. Naumann, personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.

Notary Public

STATE OF UTAH)
)
:SS
County of _____)

On the _____ day of _____, 2012 personally appeared before me Wendy Jeppson and Ken Colovich, personally known to me to be the people whose names are subscribed to on this instrument, and acknowledged that they executed the same.

Notary Public

Barbara E. Jensen
Barbara E. Jensen
Owner Lot 20 Mira Vista Plat C Amd

Mary Carolyn Stoy
Mary Carolyn Stoy
Owner Lot 21 Mira Vista Plat C Amd

David M. Pugmire
Owner Lot 21 Mira Vista Plat C Amd

Anne M. Pugmire
Owner Lot 21 Mira Vista Plat C Amd

Jay F. Buxton
Jay F. Buxton
Owner Lot 22 Mira Vista Plat C Amd

Helen J. Buxton
Helen J. Buxton
Owner Lot 22 Mira Vista Plat C Amd

Donna A. Edmiston
Donna A. Edmiston
Owner Lot 23 Mira Vista Plat C Amd

STATE OF UTAH)
 :SS
County of _____)

On the ____ day of _____, 2012 personally appeared before me Csilla Pajela Watt, who represented to me that she is the manager of Mira Condominiums Development, L.L.C., a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that she had authority to execute the within the foregoing instrument in behalf of said company, and that said company executed the same.

Notary Public

STATE OF UTAH)
 :SS
County of _____)

Barbara E. Jensen
Owner Lot 20 Mira Vista Plat C Amd

David M. Pugmire

David M. Pugmire
Owner Lot 21 Mira Vista Plat C Amd

Mary Carolyn Stoy
Owner Lot 21 Mira Vista Plat C Amd

Anne M. Pugmire

Anne M. Pugmire
Owner Lot 21 Mira Vista Plat C Amd

Jay F. Buxton
Owner Lot 22 Mira Vista Plat C Amd

Helen J. Buxton
Owner Lot 22 Mira Vista Plat C Amd

Donna A. Edmiston
Owner Lot 23 Mira Vista Plat C Amd

STATE OF UTAH)
 :SS
County of _____)

On the 21st day of MAY, 2012 personally appeared before me Csilla Pajela Watt, who represented to me that she is the manager of Mira Condominiums Development, L.L.C., a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that she had authority to execute the within the foregoing instrument in behalf of said company, and that said company executed the same.

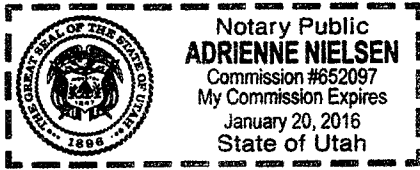
Notary Public

STATE OF UTAH)
 :SS
County of _____)

State of NC, County of DURHAM
Signed before me on this 21st day
of MAY, 2012 by A. EVAN GOODSON
Notary Public *[Signature]*

A IVAN GOODSON
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 3-7-2017

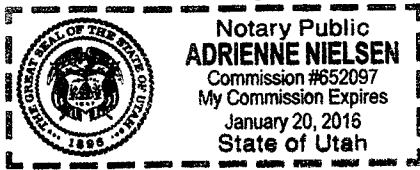
On the 2nd day of May, 2012 personally appeared before me Hi F. Gibson and Marie J. Gibson, personally known to me to be the people whose names are subscribed to on this instrument, and acknowledged that they executed the same.



[Signature]
Notary Public

STATE OF UTAH)
 :SS
County of _____)

On the 3rd day of May, 2012 personally appeared before me Barbara E. Jensen, personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.



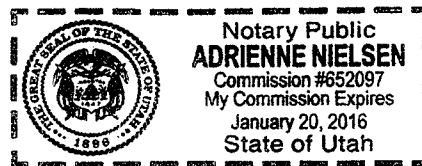
[Signature]
Notary Public

STATE OF UTAH)
 :SS
County of _____)

On the 3rd day of May, 2012 personally appeared before me Mary Carolyn Stoy, ~~David M. Pugmire and Anne M. Pugmire~~ personally known to me to be the people whose names are subscribed to on this instrument, and acknowledged that they executed the same.

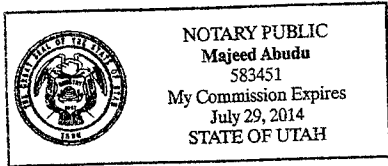
[Signature]
Notary Public

STATE OF UTAH)
 :SS
County of SALT LAKE)



Notarized for Mary Carolyn Stoy only
[Signature]
5/3/12

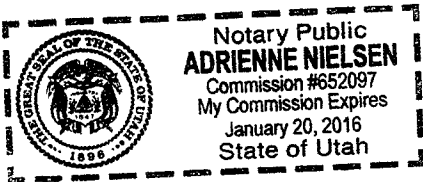
On the 01 day of MAY, 2012 personally appeared before me Ruth M. Naumann, personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.



[Signature]
Notary Public

STATE OF UTAH)
) :SS
County of UT)

On the _____ day of _____, 2012 personally appeared before me Wendy Jeppson and Ken Colovich, personally known to me to be the people whose names are subscribed to on this instrument, and acknowledged that they executed the same.



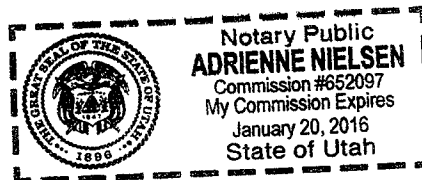
[Signature]
Notary Public

STATE OF UTAH)
) :SS
County of _____)

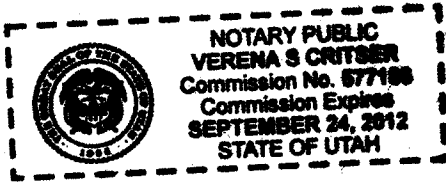
On the 3rd day of May, 2012 personally appeared before me Leland R. Smith and Linda-Sue K. Smith, personally known to me to be the people whose names are subscribed to on this instrument, and acknowledged that they executed the same.

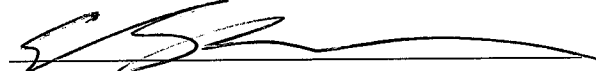
[Signature]
Notary Public

STATE OF UTAH)
) :SS
County of Salt Lake)



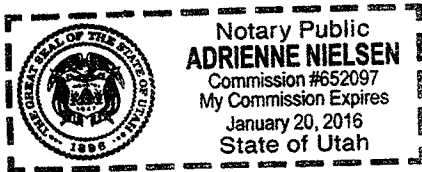
On the 2 day of MAY, 2012 personally appeared before me Jay F. Buxton and Helen J. Buxton, personally known to me to be the people whose names are subscribed to on this instrument, and acknowledged that they executed the same.




Notary Public

STATE OF UTAH)
 :SS
County of _____)

On the 31st day of May, 2012 personally appeared before me Donna A. Edmiston, personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.



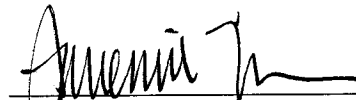

Notary Public

EXHIBIT A
Legal Description

LOTS 3 AND PART 4 PLAT A MIRA VISTA PUD AMENDED SUBDIVISION AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE UTAH COUNTY RECORDER'S OFFICE

Parcel Nos: 46:569:0003; 46:569:0007

LOTS 1 THROUGH 8 PLAT B MIRA VISTA PUD AMENDED SUBDIVISION AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE UTAH COUNTY RECORDER'S OFFICE

Parcel Nos: 46:734:0001 and all others located in Plat B Mira Vista PUD Amended Subdivision

LOTS 8 THROUGH 37 AND COMMON AREA PLAT C MIRA VISTA PUD AMENDED SUBDIVISION AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE UTAH COUNTY RECORDER'S OFFICE

Parcel Nos: 46:735:0008 and all others located in Plat C Mira Vista PUD Amended Subdivision