

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAINT PREX ESTATES

This Declaration of Covenants, Conditions, and Restrictions of Saint Prex Estates, hereinafter referred to as the "Declaration", is made and executed this 23rd day of MAY, 2018, by Saint Prex of Midway LLC (the "Declarant").

RECITALS

A. Declarant is the owner of, or has future rights to acquire certain real property (the "Property") located in Wasatch County, Midway City, Utah which is more particularly described in the attached Exhibit "A".

B. Declarant is developing a residential subdivision known as Saint Prex Estates on the Property referenced herein. Saint Prex Estates will be a 16 single family residential lots (each a "Lot") development. Lot owners will have rights to common areas designated on Plat attached as Exhibit "B" (collectively the "Common Areas"). Declarant intends to execute, acknowledge and record the Plat in the office of the County Record of Wasatch County, Utah.

C. This Declaration will serve as the Covenants, Conditions and Restrictions of Saint Prex Estates and will identify the Saint Prex Estates Owners Association Inc., a Utah non profit corporation (hereafter the "Owners Association") to oversee the management of the subdivision and the Common Areas .

D. Declarant hereby declares that all of the Lots shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the equitable servitudes itemized herein, all of which are created for the benefit of the Lot Owners. The covenants, conditions and restrictions contained in this Declaration are intended to, and shall in all cases run with the title of the Lots, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of the entire Project.

E. The Declarant intends by recording this Declaration and the Plat, to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within the Saint Prex Estates development and the Owners thereof.

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

ARTICLE 1

DEFINITIONS

1.01. Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article 1.

1.02. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot and the Owner thereof, and pursuant to Section 9 hereof.

1.025 "Design Review Committee or DRC" shall mean a body appointed by the appropriate authority of the Owners Association which shall have authority, when appointed, to regulate and approve all non declarant construction, maintenance, design, color, work timetables, etc., within the Saint Prex Estates development. The DRC will have the authority to promulgate, from time to time, regulations including but not limited to construction rules, architectural design styles, approved material lists, approved color schemes, acceptable methods of vehicle, boat, or RV storage, placement of structures, etc.

1.03. "Articles of Incorporation" shall mean the Articles of Incorporation of Saint Prex Estates Owners Association, a Utah Nonprofit Corporation.

1.04. "Assessment" shall mean an Annual Assessment, a Reserve Fund Assessment, a Special Assessment, a Reimbursement Assessment or any other Assessment permitted under this declaration. All Assessments shall activate at Closing of a Lot.

1.05. "Board" shall mean the Board of Directors which might also be referred to as governing board or management committee of the Saint Prex Estates Owners Association, appointed or elected in accordance with the Declaration and in accordance with the Articles of Incorporation and Bylaws of the Owners Association. Each member of the Board of Directors may be referred to as a Board Member, or a Director, or by any other title that the Board commonly uses.

1.06. "Building" shall mean any structure that will be constructed on any Lot.

1.07. "Bylaws" shall mean the Bylaws of the Saint Prex Estates Owners Association, a Utah Nonprofit Corporation.

1.08. "City" shall mean Midway City Municipal Corporation and its appropriate departments, officials, boards, commissions and council. Although the City may be conveyed title to some of the Property, potentially the roads therein, the City is not an Owner for purposes of this Declaration, and no voting rights in the Saint Prex Estates Owners Association will be appurtenant to the City's ownership of any area inside the Property.

1.09. "Common Areas" shall mean all areas and facilities in the Project which are appurtenant to the Lots. The Common Areas and are described and designated as such on the Final Plat. The Common Areas shall be used only in a manner consistent with their community nature.

1.10. "Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of Article 9 of this Declaration and into which all monies of the Saint Prex Estates Owners Association shall be deposited.

1.11. "Owners Association" shall mean the Saint Prex Estates Owners Association, a Utah Nonprofit Corporation, whether incorporated or not, and as the context requires the officers and directors and Board of that Owners Association.

1.12. "Declarant" shall mean Saint Prex of Midway, LLC and its successors and assigns.

1.13. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions of Saint Prex Estates together with any subsequent amendments or additions. The Plat for subdivision easements and other matters shown on the Plat is also incorporated into this Declaration by reference.

1.14. "Development Agreement" shall mean that certain Development Agreement pertaining to this Subdivision entered into by and between Declarant and the City, as amended and supplemented from time to time.

1.15. "Institutional Holder" shall mean a mortgagee, which is a bank or other established mortgage lending company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency which has a first mortgage lien on any Lot in the Project.

1.16. "Land" shall mean the land upon which the Saint Prex Estates subdivision is situated, as more particularly described on Exhibit "A" hereto.

1.165. "Living Unit" shall mean a structure to be built upon a Lot for residential habitation, i.e. a house.

1.17. "Lease" shall mean any agreement for the leasing or rental of the property. Notwithstanding anything else herein, nightly rentals (I.E. AIR-BNB, etc) are specifically prohibited in Saint Prex Estates.

1.18. "Owners Association" shall mean the Saint Prex Estates Owners Association, Inc., comprised of the

owners of each Lot in the project, whether incorporated or not, and as the context requires, the officers and directors, or Board of the Owners Association.

1.19. "Manager" shall mean the person, firm, or company, if any, designated from time to time by the Owners Association to manage, in whole or in part, the affairs of the Owners Association and the Project.

1.20. "Concept Map" is not applicable to this development.

1.21. "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.22. "Mortgagee" shall mean (i) any persons named as the mortgagee or beneficiary under any Mortgage or Deed of Trust by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person under such Mortgage or Deed of Trust.

1.23. "Mortgage Servicer" shall mean a Mortgagee who services any Mortgage or Deed of Trust on any individual Lot in the Project.

1.24. "Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title only for purposes of securing performance of an obligation, unless that entity has taken possession. For voting purposes there is only one owner of a Lot.

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

1.26. "Plat" shall mean the official subdivision Plat affecting the Saint Prex Estates subdivision as approved by Midway City and recorded in the office of the Wasatch County Recorder, as such may be amended from time to time.

1.27. "Project" shall mean the land, and all improvements and Land covered by this Declaration and the Plat.

1.28. "Public Rights" shall mean the rights of the public to use any portion of the Property as specified in the Municipal Code of Midway City.

1.29. "Reimbursement Assessment" shall mean a charge against a particular Owner and his Lot for the purpose of reimbursing the Owners Association for expenditures and other costs of the Owners Association, directly attributable to the Owner, by this Declaration or the Rules and Regulations

1.30. "Subdivision" shall mean the Saint Prex Estates Subdivision as shown on the Plat.

1.31. "Saint Prex Estates" shall mean the residential subdivision project as more particularly described on the recorded Plat of the Saint Prex Estates Subdivision.

1.32. "Special Assessment" shall mean a charge against each Owner and his Lot representing a portion of the costs to the Association for the purpose of funding major capital purchases, repairs, maintenance, replacements and Improvements, pursuant to Article 9 hereof, or for any other purpose designated herein.

1.33. "Total Votes of the Owners Association" shall mean the total number of votes appertaining to all Lots in the Project.

1.34. "Trails" shall mean the walking trails located in the Common Areas which are identified on the Plat.

1.35. "Varvel Landscape Agreement" shall mean the agreement attached as Exhibit "D" which identifies property in Common Area "Parcel D" on the Plat. The terms of the Varvel Landscape Development Agreement executed by

Jura Holdings, LLC predecessor of Declarant must be honored pursuant to the terms of that agreement by the Owner's Association.

ARTICLE 2

SUBMISSION AND DIVISION OF PROJECT

2.01. Submission to Declaration. The Declarant hereby submits the Land designated on the Plat as a fee simple residential development to be known as Saint Prex Estates. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said Property and division thereof into areas containing only Lots as indicated on the Plat; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the land and shall be binding upon the Declarant, its successors and assigns, and to any persons acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns.

2.02 Division into Residential Parcels. The Project is designated for residential single family home development only, and each Lot consists of that Lot and an appurtenant equal undivided interest in the Common Areas.

ARTICLE 3

BUILDINGS AND IMPROVEMENTS

3.01. Improvements. The Lot sites and other improvements which have or will be constructed on the land are generally described on the Plat.

3.02. Description of Lots. The Plat contains the initial Lot numbers, initial projected locations, approximate boundaries of each lot, and all other information necessary to identify each such Lot; all of which foregoing information is subject to change as the relevant plats are approved and recorded. During development of the project, the Declarant may make adjustments in the sizes of the Lots which are not indicated on the Plat.

3.03. Description of Common Areas, Trails for Public Use. The Plat contains a description of the Common Areas of the Project, which are common areas to all Lots in the Project. Among the Common Areas are several Trails in the Project are several Trails which shall be additionally designed for public use. The Trails shall be made available for use by the public in accordance with their intended use. Such uses are restricted to recreational purposes, including but not limited to hiking, walking, nature study, cross country skiing, and viewing of scenic areas. Such trails are made available to the public with the express understanding that an owner of any Lot owes no duty of care to keep the Trails safe from entry or use by any person entering or using the Trails for any recreational purposes or to give any warning of a dangerous condition, use, structure, or activity on those Trails to that person. Any person using such Trails shall not have the status of an invitee or licensee to whom a duty of care is owed, and the Declarant, Association and the Lot owners assume no responsibility for or shall incur any liability for any injury to persons or property caused by the act or omission of the person or any other person who enters upon the Trails. Without limiting the foregoing, Declarant, Association, and the Lot owners specifically rely upon the provisions of Section 57-14-1, et. Seq., Utah Code Annotated, in providing the use of the Trails to the public.

3.04. Varvel Agreement. This Declaration is contracted to recite the terms of that certain "Landscape Development Agreement" which is attached as Exhibit "D". Notwithstanding anything else herein, the Association is bound to perform the terms of the Varvel Landscape Development Agreement, which involves the construction and maintenance of certain landscaping located in Parcel D of the Common Area of the Project.

ARTICLE 4

NATURE OF THE INCIDENTS OF LOT OWNERSHIP

4.01. Maintenance of Lots. Each Lot Owner shall keep the Lot and any improvement or structure thereon, in a clean and sanitary condition and in a state of good repair including but not limited to weed control. In the event that any such Lot shall develop an unsanitary, unmaintained, or unclean condition or fall into a state of disrepair, and in the event that the Lot Owner shall fail to correct such condition or state of disrepair within 14 days following written notice from the Board, the Board on behalf of the Owners Association shall have the right, at the expense of the Lot Owner and without liability for trespass or otherwise, to enter said Lot and correct or eliminate any unsanitary, unclean, unsightly, blighted, or offensive condition or state of disrepair; provided, however, that the Owners Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

4.02. Title. Title to a Lot within the Saint Prex Estates subdivision may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation joint tenancy or tenancy in common, but no Lot Lot be owned legally or beneficially by more than two owners.

4.03. Ownership of Common Areas. Each Lot in the Project is hereby allocated an equal undivided interest in the Common Areas in the Project. Except as otherwise provided in this Declaration, any Lot Owner shall be entitled to nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Lot Owners and is not contrary to any rules and regulations promulgated by the Owners Association.

4.04. Inseparability. Title to no part of a Lot within the Project may be separated from any other part thereof, and each Lot and the undivided interest in the Common Areas shall always be conveyed, devised, encumbered, and otherwise affected only as a complete disposition of a Lot. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration, including appurtenant Membership in the Owners Association as hereinafter set forth.

4.05. No Partition. The Common Areas shall be owned in common by all of the Lot Owners, and no Lot Owner may bring any action for partition thereof.

4.06. Separate Mortgage by Lot Owners. Each Lot Owner shall have the right separately to mortgage or otherwise encumber his or her Lot. No Lot Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, or any part thereof, except the undivided interest therein appurtenant to his or her Lot. Any mortgage or other encumbrance of any Lot within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure by private power of sale, judicial foreclosure, or otherwise the resulting owner is bound by all terms of this Declaration.

4.07. Separate Taxation. Each Lot within the Project shall be deemed to be a separate parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah, or of any political subdivision, or of any special improvement district, or of any other taxing or assessing authority. For purposes of such assessment, the valuation of all common areas shall be apportioned among the Lots in proportion to the undivided interest in all common areas appurtenant to such Lots. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Lot Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

4.08. Mechanics Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of any Owner or his or her agent or subcontractor shall create any right to file a statement of mechanic's lien against the Lot of any other Owner not expressly consenting to, or requesting the same, or against any interest in any Common Areas, except the undivided interest therein appurtenant to the Lot of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

ARTICLE 5

EASEMENTS AND THIRD PARTY RIGHTS

5.01. Easements Reserved by Declarant. Declarant hereby reserves and establishes the following:

(a) Construction Easements and Related Rights. Declarant hereby reserves the right from time to time to construct any improvements shown on the Plat, and to construct any improvement on property owned by Declarant and on the Common Areas and without limitation, the right to establish and use nonexclusive perpetual utility, access, driveways and other easements, leases, permits or licenses on, over, upon, across, above, under and through the Property or Common Areas, for uses including, but not limited to access roads, paths, sidewalks, and facilities necessary or useful for signage; mailbox structures; landscaping, sprinkler systems and other changes, improvements (including without limitation, removal of trees and other vegetation) and appurtenances; ponds and water tanks; drainage facilities; monuments; parking areas; ducts, shafts and flues; conduit installation areas; storage facilities for supplies and equipment; and other road way supports; lighting; signage; infrastructure and to create other reservations, exceptions and exclusions in the best interest of the Owners Association and for the benefit of the Owners.

(b) Landscaping Easements. Declarant hereby reserves an easement across the Property, and Common Areas except the portions thereof occupied by improvements to:

(i) revegetate, beautify or maintain portions of Land located adjacent to road rights of way;

(ii) beautify and maintain portions of Property to the extent necessary, in Declarant's judgment, or

(iii) revegetate disturbed portions of the Property in order to control erosion, to beautify the Property or to restore the land to a natural condition after damage by natural or man-made causes. This paragraph reserving rights to landscape or revegetate shall not create an obligation on the part of Declarant to landscape or revegetate any portion of the Property. Further, in the event any such landscaping or revegetation is undertaken by Declarant, the Declarant shall not be obligated to guarantee the survival of or to maintain any landscaping or vegetation installed.

(c) Easements for Offices. Declarant hereby reserves the right to construct and maintain offices, booths or other structures for administrative, sales and promotional purposes.

5.02. Easements for Encroachments. If any part of the Common Areas, encroach or shall hereafter encroach upon any Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot encroaches or shall hereafter encroach upon the Common Areas, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Lots. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Building or any improvements constructed or to be constructed within the Project, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration.

5.03. Easements for Maintenance, Cleaning and Repair. Some of the Common Areas are or may be conveniently accessible only through the Lots. The Owners Association shall have the irrevocable right to have access to and an easement through each Lot and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair or replacement thereof or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or any Lot. In addition, agents of the Owners Association may enter any Lot for the performance of any act for which the Owners Association is responsible. Such entry shall be made with as little inconvenience to the Lot owner as practicable, and any damage caused thereby shall be repaired by the Owners Association with funds from the Common Area Expense Fund.

5.04. Right to Ingress, Egress and Support. The roads inside the Project shall be dedicated roads available for all access to the Lots.

5.05. Owners Association's Right to Use Common Areas. The Owners Association shall have an easement to

make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including without limitation the right to construct and maintain in the Common Areas.

5.06. Easement Deemed Created. All conveyance of Lots within the Project hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific references to such easements appear in any such conveyance.

5.07. Benefit of Owners Association. Declarant hereby grants to the Owners Association, its licensees, invitees, lessees, successors and assigns, a nonexclusive, perpetual easement on, over, upon, across, above, under and through the Property, the Project, and each portion thereof to (i) exercise any right held by the Owners Association under this Declaration, Bylaws, Rules and Regulation or other instrument, and (ii) perform any obligation imposed upon the Owners Association by this Declaration or any other Owners Association documents. Notwithstanding the foregoing, the Owners Association shall not enter upon any Lot without reasonable prior notice to the Owner of the same, except in cases of emergency.

5.08. Other Easements. The Project, and the Land shall be subject to the following easements in addition to those created in this Declaration.

(a) Easements on Plat and of Record. The Project shall be subject to all easements shown on the Plat, and to all easements of record.

(b) Easements for Parking. The Owners Association is hereby empowered to establish "parking" and "no parking" areas as well as to enforce parking limitations by all means lawful for such enforcement including the removal of any violating vehicle by those so empowered. No boats, trailers, snowmobiles, all terrain vehicles, wheeled or tracked vehicles, large trucks and commercial vehicles owned directly or indirectly by Lot owners, invitees, guests, or any other party, shall be parked within the Project except for temporary parking not to exceed 24 hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, street or Common Area, except that these restrictions shall not apply to emergency repairs to vehicles. At all times, any motor home or recreational vehicle, (including, but not limited to, motor homes, 5th wheel trailers, ATV's, snowmobiles, jet skis, or boats) located in the Saint Prex Estates subdivision for more than 48 hours must be kept in a fully enclosed garage.

(c) Every Common Area. Declarant hereby reserves and covenants for itself, and the Owners Association, easements for the use, improvement and maintenance of every element of the project, including, but not limited to the Common Areas.

(d) Easements for Public Service Use. Declarant hereby reserves and covenants for itself and all future Owners within Saint Prex Estates, easements for city, county, state and federal public services, and for utilities.

ARTICLE 6

RESTRICTIONS

6.01. Residential Use. All Lots within the Project shall be used exclusively for single family residential use and for no other purpose, subject to the provisions of this Declaration, the Development Agreement, and to any Rules and Regulations promulgated pursuant to this Declaration. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or structure; provided, however nothing herein shall preclude the use of a home office. Each Living Unit shall be used only as a single family residence. No Lot or structure shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other structure, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

6.02. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a

nuisance or which may cause disturbance or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lot so as to render such Lot or portion thereof unsanitary, unsightly, offensive or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without limiting the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or Living Units.

6.03. Restrictions on Signs. All signs must comply with applicable Midway City sign ordinances and regulations and be prior approved by the Owners Association in writing prior to installation. No signs, flags, or advertising devices of any nature, including without limitation, realty, for sale, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, without prior inspection and written approval of the Board, and as applicable, Midway City approval except as may be necessary temporarily to caution or warn of danger. If the Owners Association consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Owners Association. Following are exceptions to the sign policy: signs required by legal proceedings, construction identification or safety signs, for sale/for rent signs to the extent permitted by the Board, political signs not exceeding 24 by 36 inches which may be displayed only 45 days prior to an election through the date one day after each such election.

6.04. Pets and Animals. No animals or reptiles of any kind shall be raised, bred or kept in any Lot or in the except two domestic animals, i.e. dogs or cats, may be kept in any Lot provided that they are not kept, bred, or maintained for any commercial purposes provided that any domestic animal causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon ten (10) days written notice from the Owner Association. Each Lot Owner who keeps a pet on a Lot shall indemnify and hold all other Lot Owners harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having a pet in the subdivision. This provision 6.04 may be altered or changed by any Rules or Regulations promulgated by the Board. Not in limitation of the foregoing any animal permitted herein shall be maintained consistent with all relevant municipal statutes, shall be appropriately restrained and contained on its owner's Lot.

6.05. No Alterations. No Owner shall, without the prior written consent of the Owners Association in each specific instance, 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 that would impair the structural soundness or integrity of the subdivision or other improvements, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project.

6.06. No Obstructions. No Lot Owner shall obstruct the Common Areas or any part thereof. No Lot Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Owners Association shall consent thereto in writing.

6.07. No Overloading. No Lot Owner shall bring anything into his or her Lot or permit anything to be done on his or her Lot that will cause damage to the any part of the Saint Prex Estates subdivision.

6.08. Prohibition of Damage and Certain Activities. Except with the prior written consent of the Owners Association, nothing shall be done or kept on any Lot or in any part of the Saint Prex Estates subdivision that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Lot that would increase the rate of insurance or any other cost to the Owners Association. Nothing shall be done or kept on any Lot or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or the guests, tenants, invitees, licensees of any Owner, and each Owner shall indemnify and hold harmless the Owners Association, the Declarant, and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensees, or invitees of such Owner. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and structures in the subdivision.

6.09. Business Activities. A Lot shall not be used for any business, trade, garage sale, rummage sale, or similar activity without the express permission of the Owners Association, except that an Owner or resident may conduct business activities a residential structure built on a Lot so long as; (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot ; (b) the activity conforms to all zoning, legal, and municipal requirements ; (c) the activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Project; and (d) the activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. This Section shall not apply to any activity conducted by the Declarant or a merchant Builder approved by the Declarant with respect to its development and sale of the Lots or its use of any Lot, which it owns within the Project.

6.10. Trucks, Trailers, Campers and Boats. No motor vehicle classed by manufacturer rating as exceeding one-ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle may be parked, or maintained, for more than 24 hours on any Lot except in a fully enclosed garage.

6.11. Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot and no inoperable vehicle may be stored or parked on any such Lot, provided however that the provisions of this Section shall not apply to (i) emergency vehicle repairs; (ii) temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Improvements approved by the Owners Association; (iii) vehicles parked in closed garages on Lots so long as such vehicles are in good operating condition and appearance and are not under repair; (iv) the storage of such vehicles in an area designated for such purposes; and (iv) non-commercial vehicle repair within a garage which is closed except as necessary for ingress and egress.

6.12. Parking. It is the intent of the Declarant to restrict parking on the streets of the Saint Prex Estates subdivision and vehicles of all Owners and residents, and of their employees, guests and invitees, are to be kept in garages, residential driveways of the Owner and other permitted parking areas as determined by the Owners Association and promulgated as part of the Rules and Regulations; provided however, this Section shall not be construed to permit the parking in the above described areas of any vehicle whose parking is otherwise prohibited. Recreational vehicles shall be parked only in covered garages.

6.13. Roofs. To the full extent permissible under state and federal law, no apparatus, structure or object, including but not limited to television antennas or satellite dishes, shall be placed on the roof of a constructed house without the prior written consent of the Board. Any apparatus, structure or object approved by the Owners Association for placement on the roof shall be mounted on the rear of the roof so that such apparatus or object is below the highest ridge on the roof and is not Visible from neighboring property and is not visible from any street by a person standing anywhere on the curb or street in front of the house or at the rear or sides of the Lots backing upon any open space or public right of way. No air conditioning units or evaporative coolers extending from windows or protruding from roofs are permitted.

6.14. Construction Period Exemption. During the course of actual construction of any permitted structures or improvements within the Project and with the advance written consent of the Owners Association, the provisions, covenants, conditions, and restrictions contained in this Declaration may be waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provisions, covenants, conditions, or restrictions upon completion of the construction.

6.15. Nightly Rental/Settlement Agreement. Each Lot in the Property shall be conveyed subject to a deed restriction disallowing rentals of less than 30 days duration.

6.16. Authority of DRC. Nothing in this Section 6 is meant to abridge the right of the Association and/or the DRC to make rules and regulations regulating and modifying anything in this Section 6, including the authority to make exceptions to any rule or regulations under the dominion of the DRC.

6.17. Building Features and Materials. The location of all buildings, and each building's design features and materials must be consistent and in accordance with the Design Guidelines. Reference must be made to the Design Guidelines for additional requirements and conditions for the design and construction of any structure in the subdivision.

6.18. Size Limitation and Height of Living Units. The Living Unit to be constructed upon each Lot shall be limited in the size of its total footprint (measured by the outer boundaries of the Living Unit including the attached garage, not including covered porches) and the maximum and minimum square footage of the Living Unit, according to the following requirements: Minimum square footage for each Living Unit is 3400 sf. The Maximum square footage shall be no more than 32% of the Lot size. Maximum height shall be determined by the Midway City's zoning code.

6.19. Garages. Garages must be fully enclosed and located within the building pad, accommodate a minimum of two cars and be equipped with an automatic garage door opener. Carports are not permitted within the subdivision. Detached garages shall not be built outside the building envelope and the detached garage footprint (area within exterior wall line) may not be more than a 1000 sf footprint and shall adhere to the graduated height line described in section 6.23.

6.20. Exterior Building Wall Materials. Use of faux or composite stone or brick materials shall not be permitted. The color of all exterior surfaces shall consist of earth tones and other subdued colors, as approved by the Design Review Committee.

6.21. Roof, Soffit and Facia. Roofs shall be stylistically consistent with the 4 architectural styles noted in the design guidelines; Arts and Crafts, Shingle, Ranch or Mid Century Rustic, and Modern Prairie. Materials shall be restricted to Wood shingles or shakes, slate, tile, forty year (or greater) architectural grade asphalt shingles or other materials approved by the Design Review Committee.

- Arts and Crafts roof pitches shall be between 3:12 and 12:12 for primary volumes, and 1:12 to 6:12 for secondary roof structures (including porches, dormers, bays, etc.).

- Shingle roof pitches shall be between 8:12 for primary volumes and 2:12 to 6:12 for secondary roof structures (including porches, dormers, bays, etc.). Gambrel roof minimum pitch for 1st slope (closest to the eave) shall be min. 20:12 and max 24:12. The ridgeline roofs shall be a min pitch 4:12 max 8:12.

- Ranch or Mid Century Rustic shall be between 2:12 and 14:12.

- Modern Prairie shall be between 2:12 and 6:12. Exceptions shall be granted for cross gables of primary volumes up to 12:12.

In all of the above cases, the use and design of the roof soffit and facia materials is subject to the approval of the Design Review Committee. Facia and soffit colors shall be restricted to earth tones and subdued colors approved by the Design Review Committee.

6.22. Windows. All exterior windows shall be metal or wood clad. Vinyl clad windows are not permitted.

6.23. Accessory Structures, Fences and Walls. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be located within restrictions of Midway City and shall be restricted to a height based on the graduated height line with is an imaginary line located 8' above the natural grade of the property line proceeding upward toward the center of the lot at a 45% angle. No fencing shall be permitted upon any Lot, with the following exceptions. In the event that any Owner installs any swimming pool or similar improvement upon a Lot, the same shall be fenced according to applicable building and safety codes and such fencing materials shall be limited to wrought iron of natural colors approved by the Design Review Committee. All permitted fences on a Lot shall be maintained by Owners and the same shall not be permitted to go into disrepair.

6.24. Chimneys, Vents, Solar, Antennas. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies. Exposed metal flues are not acceptable; all chimneys shall be covered with a hood to hide the flue system. All sheet metal, flashing, vents and pipes must be colored to match the materials to which they are attached or from which they project, with the exception of copper. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved in advance by the Design Review Committee. Satellite dish antennas shall not be permitted on roofs. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view. No panels may face the streets.

6.25. Paving. Driveways and other paved areas, including their location, are part of the design review process and are subject to review and approval by the Design Review Committee. Driveway and other flat paved areas generally may be composed of concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel

areas and driveways are not permitted. Asphalt driveways may be approved based on particular circumstances and extraordinary needs, all such asphalt driveways to be approved by the Design Review Committee.

6.26. Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, game courts, children's play sets, etc., shall be approved by the Design Review Committee and shall be located to avoid impacting adjacent properties with light or sound. No game court shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Children's play sets shall not exceed ten feet in height. Nothing herein shall be construed as permitting the construction of skateboard areas, and/or ramps, which structures shall be prohibited

6.27. Mechanical Equipment, Metal Awnings. All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows unless screened from view and approved by the Design Review Committee. Swamp coolers are not permitted. Metal awnings, metal "lean-tos" or metal patio covers shall not be permitted. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

6.28. Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

6.29. Exterior Lighting. It is intended that the Lots be lighted adequately for safety and security. It is also desirable that each Lot have landscape lighting that subtly highlights landscaping rather than buildings. Bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky is to be avoided. Consistent with these objectives, Owners of a Lot shall be permitted to utilize accent and spot lights on the Living Unit so long as the same utilize the "dark sky" concept and are downward reflecting.

6.30. Landscape Site Preparation Guidelines, Grading, Drainage. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of a lot. Wasatch County and other governmental agencies require that each Lot Owner retain on his own Lot, water runoff in accordance with the approved grading and drainage plan submitted by the Declarant in connection with its application for subdivision approval. CAUTION: Each owner shall be solely responsible for any and all drainage requirements, necessitated by construction of such Owner's Living Unit or any damage or loss occasioned by water runoff.

6.31. City and Other Approval. Approval of any improvements by the Design Review Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Design Review Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Design Guidelines.

6.32. Landscaping and Common Area Improvements. Except for the construction of a Living Unit, which is approved in accordance with the procedures set forth in this Declaration, each Owner shall be restricted from removing or modifying trees (four-inch caliper or larger) which are located upon and naturally grow upon such Owner's Lot, unless the same shall be dead or dying. Each such Owner shall be responsible for the cost of maintaining and watering such trees. All trees, shrubs and other vegetation (excluding annuals) to be installed to the front of any Living Unit or the side yard of any Lot abutting a street shall be approved by the Design Review Committee prior to installation. The addition to, modification of, or removal of trees and other approved vegetation without the prior approval of the Design Review Committee shall be deemed a violation of the requirements of Owner to maintain the same and the Design Review Committee shall have the right to require Owner to restore such area to its prior approved condition at the sole cost to the Owner. In the event Owner fails to restore such area as required herein, the Association shall have the right to restore the same and the cost of such restoration together with any administrative expenses equal to ten percent of such costs, shall be added to and become part of the reimbursement assessment levied against such Low owner. The provisions of this Section shall not be applicable or binding upon Declarant.

6.33. Inspection, Right of Entry. During reasonable hours, any member of the Design Review Committee or any member of the Board of Directors, or any officer or authorized representative of any of them shall have the right to enter upon and inspect any Lot, and the improvements thereon, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or the Association have been or are being complied with.

6.34. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Design Review Committee. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effectuate such collection. No Owner shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any toxic materials at or from the subdivision or any portion thereof in violation of any environmental laws.

6.35. Enforcement of Land Use Restrictions. The Declarant, any Owner or the Association has the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration, with the following exception: Declarant, notwithstanding the restrictions contained herein, for seven years following the date on which this Declaration is filed for record, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvements of the Common Areas or improvement and/or sale of all Lots owned by the Declarant.

ARTICLE 7

THE OWNERS ASSOCIATION

7.01. Membership. Each Lot Owner shall be entitled and required to be a Member of the Owners Association; Membership shall begin immediately and automatically upon becoming a Lot Owner and shall terminate immediately and automatically upon ceasing to be a Lot Owner. If a title to a Lot, is held by more than one person, the Membership appurtenant to that Lot, shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. A Lot Owner shall be entitled to one Membership for each Lot owned by him or her. Each Membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Saint Prex Estates subdivision cannot be separated from Membership in the Owners Association appurtenant thereto, and transfer of the Lot by devise, encumbrance, conveyance, or other disposition, respectively transfers the Lot Owner's Membership in the Saint Prex Estates Owners Association and rights appurtenant thereto. No person or entity other than a Lot Owner may be a Member of the Saint Prex Estates Owners Association, and Membership in the Saint Prex Estates Owners Association may not be transferred except in connection with the transfer of a Lot. The Articles of Incorporation and Bylaws of the Owners Association are attached as Exhibit "E".

7.02. Board. The Board will be vested by and with the rights of the Owners Association as described hereunder. Until such time as the responsibility for electing the Board is turned over to the Lot Owners in accordance with Utah law, the Declarant shall have the exclusive right to appoint and to remove all Board Members and/or Officers of the Owners Association. This exclusive right shall terminate after the first to occur of the following:

- (a) Ten years from the date on which this Declaration is recorded, or
- (b) After 100% of the Lots have been conveyed from the Declarant
- (c) The determination of the Declarant in its sole discretion.

7.03. Votes. Each respective Lot shall be entitled to one (1) vote. The number of votes appurtenant to each Lot, as set forth herein, shall have a permanent character and shall not be altered without the unanimous written consent of all Lot Owners expressed in a duly recorded amendment to this Declaration.

7.04. Amplification. The provisions of this Article 7 may be amplified by the Articles of Incorporation and Bylaws of the Owners Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Lot Owners set forth in this Declaration.

7.05. Homestead Waiver. Each Lot Owner, to the extent permitted by law, does hereby waive, to the extent of

any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now in effect from time to time hereafter.

7.06. Declarant Assessment. Notwithstanding any other provision in this Declaration to the contrary, the Declarant is excluded from Owners Association Assessments for any Lots it owns. There shall be no obligation on behalf of the Declarant to pay Assessments on any Lots owned by Declarant.

ARTICLE 8

CERTAIN RIGHTS AND OBLIGATIONS OF THE OWNERS ASSOCIATION AND BOARD

8.01. The Common Areas. The Board, shall be responsible for the exclusive management and control of all common areas and all improvements thereof (including any common facilities if any), and shall keep the same in good, clean, attractive, safe, and sanitary condition, order, and repair. The Owners Association shall be responsible for the maintenance and repair of the Common Areas including Parcel D of the Common Area. All goods and services procured by the Board in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund. The Board will assess the Lot owners collectively for repairs and maintenance of the Common Areas. The Lot owners will be assessed to construct and maintain the Common Areas or any areas which are the Owners Association's responsibility to maintain. The Common Areas shall be improved and used only for the following purposes: Pedestrian and bicycle access, recreational use by Owners and occupants of Living Units and their guests (not to exclude the public), beautification of the development, increasing privacy for the Owners and occupants of Living Units, and such other uses as shall be determined from time to time by the Board.

8.02. Manager. The Board may by written contract delegate in whole or in part to a Manager such of the duties, responsibilities, functions, and powers hereunder of the Owners Association as are delegable. The services of any Manager retained by the Board shall be paid for with funds from the Common Expense Fund. Appropriate fidelity bond coverage may be required for any employee of the Manger who handles funds of the Owners Association. Any management agreement or contract providing for services of Declarant for the Project will be terminable by the Owners Board for cause upon thirty (30) days written notice thereof, and such agreement may be terminated by either party without cause and without payment of a termination fee on ninety (90) days written notice. The term of any such agreement may not exceed three years, renewable by agreement of the parties for successive three year periods.

8.03. Miscellaneous Goods and Services. The Board may, obtain and pay for the services of such personnel as the Board shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Owners Association or by any person or entity with whom or with which it contracts. The Owners Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Board may, acquire and pay for out of the Common Expense Fund: water, sewer, garbage collection, electrical, gas, other necessary or desirable utility services for the Common Areas, insurance, bonds, and other goods and services common to the Lots.

8.04. Real and Personal Property. During the time when the Declarant may appoint the Board, the Owners Association may acquire, real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise without limitation, and may assess all Owners for the same, however, after the Declarant has withdrawn from the administration of the Owners Association, any disposition of any real, personal or mixed property by the Owners Association wherein the value of such property exceeds \$5,000 must be approved by a vote of at least fifty one percent (50%) of the Total Votes of the Owners Association at a meeting duly called for that purpose. All common property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of the fund.

8.05. Rules and Regulations. The Owners Association may create any Board, or committee and vest the same with any authority of the Owners Association, and may, from time to time, make reasonable Rules and Regulations governing the use of the Lots, Common Areas, and all parts of the Project, which Rules and Regulations shall be consistent

with the rights and duties established by this Declaration. The Board on behalf of the Owners Association may take judicial action against any Owner to enforce compliance with such Rules and Regulations or other obligations of such Owner arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Owners Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

(a) Each Owner shall comply strictly with all Rules and Regulations adopted by the Owners Association for the governance of the Lots or Common Areas as such Rules and Regulations may be modified, amended, and construed from time to time by the Owners Association in the sole discretion of its Board.

(b) The Rules and Regulations may restrict and govern the use of any area by any Owner or resident or the family of such Owner or by any invitee, licensee or tenant of such Owner; provided, however, that the Rules and Regulations shall not discriminate among Owners and shall not be inconsistent with this Declaration.

(c) Notwithstanding any provision in this Declaration to the contrary, no rule, regulation or action of the Owners Association, Board or Manager shall unreasonably impede Declarant's right to develop the Property.

(d) NOTWITHSTANDING ANYTHING ELSE HEREIN, THE USE OF LOTS, AND EVERY TYPE OF COMMON AREAS IS LIMITED BY THE RULES AND REGULATIONS AS AMENDED, EXPANDED, AND OTHERWISE MODIFIED FROM TIME TO TIME. EACH OWNER, BY ACCEPTANCE OF A DEED, ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND MARKETABILITY OF HIS OR HER LOT CAN BE AFFECTED BY THIS PROVISION AND THAT THE RULES AND REGULATIONS MAY CHANGE FROM TIME TO TIME, THIS INCLUDES CHANGES IN POLICIES AND PRACTICES BY THE DRC, AND THE ASSOCIATION BOARD. PURCHASERS OF LOTS ARE ON NOTICE THAT THE BOARD OR DRC MAY HAVE ADOPTED CHANGES TO THE RULES AND REGULATIONS, COPIES OF THE CURRENT RULES AND REGULATIONS MAY BE OBTAINED FROM THE OWNERS ASSOCIATION.

8.06. Granting Easements. The Board may, without the vote or consent of the Lot Owners or of any other person, grant or create, on such terms as it deems advisable, utility and similar easements and rights way over, under, across, and through the Common Areas.

8.07. Snow Removal and Road Maintenance. The roads in the Saint Prex Estates subdivision are dedicated to Midway City, and ordinarily snow removal is to be provided by such city. However, in the event of emergency the Board may provide for snow removal.

8.08. Statutory Duties and Powers. All duties, responsibilities, rights, and powers imposed upon or granted to the Board, Association, "Management Committee" or to the "Manager" by statute, shall be duties, responsibilities, rights, and powers those parties hereunder

8.10. Implied Rights. The Owners Association may exercise any right, power, or privilege given to it expressly by this declaration or by law, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.11. Rule Making for Architectural Guidelines. The Board shall appoint a three member committee (the "Design Review Committee" or "DRC"), the function of which shall be to insure that all sizes and exteriors of structures constructed on the Lots, and landscaping within the project harmonize with existing surroundings and structures. The DRC need not be composed of Owners. If such a committee is not appointed, the Board, or the Association itself shall perform the duties required of the DRC. DRC general guidelines for each phase of construction will be recorded as promulgated. While the Declarant has the power to appoint the Board, it shall also have the right to appoint the DRC members.

a. No construction, whatsoever, which is visible from a neighbor's property or the Common Areas shall be constructed, maintained, or accomplished, and no alteration, repainting, or refurbishing of the same shall be performed, unless complete plans, and specifications therefore have first been submitted to and approved by the ACC.

b. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the

DRC shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Lots within the Project conform to and harmonize with existing surroundings and structures, and such decisions may have subjective considerations. The DRC will formulate architectural guidelines and procedures which shall supplement the DRC's subjective considerations. The adopted guidelines and procedures shall be incorporated in the Book of Resolutions and the DRC or the Board, as the case may be, shall act in accordance with such guidelines and procedures. At the time of adoption hereof, the initial Architectural guidelines shall be attached as Exhibit "C", and the Board or the Declarant may change those guidelines at any time.

c. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within 60 days after submission. In the event that the DRC fails to take any action within such period it shall be deemed to have approved the material submitted.

- i) **Approval Procedure.** Any plans and specifications submitted to the DRC shall be submitted on a form provided by the DRC and in duplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association and the remaining set of plans will be returned to the property owner. The following design review fees (made payable to the Association) are required with the submittal of plans and specifications: \$100.00 for each separate submittal of architectural, landscaping, and/or lighting drawings; provided that if any of the foregoing plans are submitted together, all plans submitted at the same time shall be considered one submittal.
- ii) The Design Review Committee shall require that a **Contractor Oversight and Compliance Deposit** in the amount of \$10,000.00, in favor of the Association, as a condition to approving any proposed construction of a house, out-building or extensive landscaping project. No person shall commence any work or improvement covered hereunder until this Contractor Oversight and Compliance Deposit is received by the Association. The deposit in this Section is intended to (a) to ensure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, trails, streets or other property within the Subdivision, caused by Owner or his agents in the construction; and (b) to ensure the installation of the landscaping according to the requirements of the Design Review Committee, and (c) to ensure that the construction is completed according to the plans, elevations, placement, and materials selections approved by the Design Review Committee; and (d) to pay for any Association, Design Review Committee, or third-party costs related to reviewing, approving, modifying, or declining plans, which processes may be sub-contracted to specialized third-parties, and (e) to pay for any costs that the Association, the Design Review Committee or any third party hired by the Association incurs related to ensuring that all construction is in compliance with the requirements of this Declaration and any requirements of the Design Review Committee, and (f) to pay for any fines or costs levied or deemed necessary by the Board of Trustees related to the compliance with the requirements of this section, or to bring Owner's Living Unit or Lot into compliance with the requirements of the Declaration and/or the requirements of the Association or the Design Review Committee. If the Contractor Oversight and Compliance Deposit is exhausted, all future costs are immediately due and payable by the Owner to the Association immediately. Any unused portion of the Contractor Oversight and Compliance Deposit shall be refunded to the Owner upon satisfactory completion of requirements contained herein.

d. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by

the DRC shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same may be entitled to temporary use and occupancy of unimproved portions of the Common Areas in the vicinity of the activity with written permission by the Board.

e. Disclaimer of Liability. Neither the DRC nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject any plans, drawings or specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the property in the Project, or (d) any engineering or other defect in approved plans and specifications.

f. Waiver. The approval by the DRC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the DRC to disapprove any similar plans and specifications.

g. Exceptions For the Declarant. The foregoing provisions of this article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant.

8.12. Rule Making, Generally. The Owners Association shall have the authority to make, change, and enforce all manner of rules governing the use of the Common Areas, and the Land.

ARTICLE 9

ASSESSMENTS

9.01. Agreement to Pay Assessments. Each Owner, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Owners Association to pay to all assessments made for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article 9.

9.02. Annual Assessments. Annual Assessments shall be computed and assessed against all Lots in the Project as follows:

(a) Common Area Expense. Annual Assessments for Lot owners shall include, and be based upon advance best estimates of the cash requirements to provide for payment of all estimated expenses arising out of or connected with maintenance and operation of the Common Areas including the landscaping and irrigation required on Parcel D of the Common Area. Such estimated expenses may include, among other things, the following: expenses of management; real property taxes and special assessments (unless and until the Lots are separately assessed); premiums for all insurance that the Owners Association is required or permitted to maintain hereunder, repairs and maintenance, wages for Owners Association employees, including fees for a Manager (if any); utility charges including common area irrigation, including charges for utility services to the Lots to the extent not separately metered or billed, legal and accounting fees, any deficit remaining from a previous period, creation of an adequate contingency reserve, major maintenance reserve, and/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, and such extraordinary special assessments, and any other expenses and liabilities which may be incurred by the Owners Association for the benefit of the Lot Owners under or by reason of this Declaration. At a minimum, the Owners Association shall maintain a reserve fund of three months of the Lot Owner's common expense assessments. Such shall constitute the Common Expense, and all funds received from assessments under this Section shall be part of the Common Expense/Operating Fund.

(b) Apportionment. Expenses attributed to the Common Areas shall be apportioned among and assessed to all Lot Owners excluding the Declarant in proportion to their respective undivided interests in the Common Areas.

(c) Annual Budget. Annual Assessments shall be determined on the basis of a fiscal year as determined by the Board. The Board shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expense for such fiscal year, anticipated receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as the major guideline under which the

Project shall be operated during such annual period.

(d) Notice and Payment. The Board shall give reasonable notice to each Owner of the amount of the Annual Assessment for the fiscal year against his or her Lot. The time for and interval of payment of installments may be changed by the Board. All unpaid installments of any Annual Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date each such installment becomes due, until paid. In addition, in the event that any installment of any Annual Assessment is not paid on the date such installment becomes due, it shall be subject to a penalty for late payment of two hundred dollars (\$200.00) for each such installment as it becomes due until paid. The failure of the Board 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 fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including non payment of any Owner's assessment, the Board may, on behalf of the Owners Association: (i) use such a portion of the Reserve Fund as the Board deems necessary; and/or (ii) levy additional assessments in accordance with the procedures set forth in Section 9.03 below, except that the vote therein specified shall be unnecessary. Any additional assessments may be used to replenish the Reserve Fund to the amount existing therein just prior to the Board's use of the same.

9.03. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board may, on behalf of the Owners Association, levy, at any time and from time to time, an amount up to \$4,000.00 per Lot per year. Any Special Assessment over this amount shall upon affirmative vote of at least fifty one percent (51%) of the total votes of the Owners Association, be payable over such periods as the Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project 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 of authority for the Owners Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of each such Special Assessment and the time for payment shall be due in less than fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of 18% per annum from the date such portions become due until paid. In addition, in the event that any Special Assessment is not paid on the date such Special Assessment becomes due, it shall be subject to penalty for late payment of \$200.00. All funds received from assessments under this Section shall be a part of the Common Expense Fund.

9.04. Reimbursement Assessments. The Board may, subject to the provisions hereof, levy an Assessment against any Owner if the willful or negligent failure of the Owner or a related user to comply with this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations shall have resulted in the expenditure of funds by the Owners Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Owners Association thirty (30) days after notice to the Owner of the decision of the Board that the Assessment is owing. All unpaid portions of any Reimbursement Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such Reimbursement Assessment become due until paid. In addition, in the event that any Reimbursement Assessment is not paid on the date such Reimbursement Assessment becomes due, it shall be subject to penalty for late payment of \$200.00.

9.04(1) Replacement Reserve Policy. The Association shall maintain a separate designated account in which reserves for the replacement of capital items as identified by the then current Reserve Study shall be held ("Capital Item Replacement Reserve Account"). Monies deposited in the account may be used for the replacement of capital items so identified upon authorization of the majority of the members of the Association Board. Monies deposited in the account shall not be used for daily maintenance expenses unless such use is recommended by a majority of the members of Association Board and approved by a majority vote of the members of the Association. Monies deposited to the replacement reserve account may not be used for purposes other than as set forth in this paragraph. Annually the Association Board, or a committee authorized by the Association, shall review the Reserve Study and consider the budget

line item for the contribution to the capital item replacement reserve account as it would any other budget line item. If the Association board deems doing so reasonable and prudent the Association Board or the committee and designates to undertake such review shall engage a reliable person or organization to advise it with regard to the recommendations set forth in the Reserve Study and any modifications of said recommendations which may be advisable under the then current circumstances. Each year prior to the annual meeting the Board of the Association by majority vote shall set the amount of the contribution to the Association's capital item replacement reserve account for the subsequent calendar year. The amount of the contribution for the subsequent fiscal year shall be set forth on a separate line item in the annual budget proposed for adoption at the annual meeting. Not less frequently than every three years the board, or a committee authorized by the board, shall engage reliable person or organization to review and update the then current Reserve Study and present such update along with any new or revised recommendations to the Board was to allow the board adequate time to consider any new or revised recommendations in preparation of the next annual budget. Not less frequently than every six years the board, or a committee authorized by the board, shall engage reliable person or organization to undertake a new Reserve Study and presented to the board so as to allow the board adequate time to consider its recommendations in preparation of the next annual budget. Each such new review study shall contain an executive summary. The executive summary of the then current Reserve Study along with any new or revised recommendations received by the Association shall be delivered to each member annually prior to the annual meeting with a reminder that the full reserve study is available upon request

9.05. Lien for Assessments. All sums assessed to Owners of any Lot within the Project pursuant to the provisions of this Article 9, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Owners Association. To evidence a lien for sums assessed pursuant to this Article 9, the Board 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 of the Lot, and a description of the same. Such a notice shall be signed and acknowledged by a duly authorized officer or agent of the Owners Association and may be recorded in the office of the County Recorder of Wasatch County, State of Utah. No notice of lien shall be recorded until: (i) there is a delinquency in payment of the assessment, and (ii) the subject Owner has been Sent via certified mail to Owner's address as provided pursuant to Section 16.04 herein, a Notice of Delinquency which provides Owner a period of 30 days within which to cure the delinquency in Assessments and said Owner fails to cure the delinquency within the 30 days. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted under the laws of the State of Utah. In any foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including but not limited to reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Owners Association any assessments against the Lot which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board shall have the right and power on behalf of the Owners Association to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Lot in the name of the Owners Association.

9.06. Personal Obligation of Lot Owner. The amount of any Assessment against any Lot shall be the personal obligation of the Lot Owner to the Owners Association. Suit to recover a money judgment for such personal obligation may be maintainable by the Owners 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 or her 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 Lot Owner shall pay the costs and expenses incurred by the Owners Association in connection therewith, including reasonable attorneys' fees.

9.07. Statement of Account. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any Lot Owner, Mortgagee, or prospective purchaser of a Lot, within 10 business days, the Board shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current Annual Assessments and the date or dates upon which installments thereof become due, less credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon the Owners Association in favor of persons who rely thereon in good faith. In the event that the Board fails upon written request to issue such a written statement, any unpaid assessments with respect to such Lot which become due prior to the written receipt of such written request by the Board shall become subordinate to a lien held by the person or entity requesting such statement.

9.08. Personal Liability of Purchaser. Subject to the provisions of Section 9.06, 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 purchasers right to recover from the seller the amount paid by the purchaser for such assessments.

9.09. Declarant Assessment. Notwithstanding any other provision in this Declaration to the contrary, the Declarant is excluded from paying Assessments for any Lot owned by it. There shall be no obligation on behalf of the Declarant to pay Assessments on any Lot owned by Declarant or its designated agents.

9.10. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any Assessment duly established pursuant to this Article 9 or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Owners Association.

9.11. Amendment of Article. This Article 9 shall not be amended unless the Lot Owners of at least two thirds (2/3) of the Lots in the Project consent and agree to such amendment in a duly recorded instrument.

9.12. Hearing. Within thirty (30) from the date of an Assessment or penalty, upon written request, an affected Owner may request an informal hearing before the Board. The Board may establish reasonable Rules for conducting the hearing in accordance with this Declaration.

9.13. Tax Collection From Lot Owners by Wasatch County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Wasatch County. It is further recognized that each Owner of a Lot is a member of the Association and as part of his monthly assessment will be required to pay to the Association his prorated share of such taxes. Notwithstanding anything to the contrary contained in this Declaration, or otherwise, Wasatch County shall be, and is, authorized to collect such prorate share (on an equal basis) of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot. To the extent allowable, Wasatch County is hereby directed so to do. In the event that the assessor shall separately assess Common Areas to the Association, the Board may require, in its discretion a special assessment to pay such taxes, or they may be included in the regular assessment budget.

ARTICLE 10

INSURANCE

10.01. Types of Insurance. The Owners Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah.

(a) Master Property Insurance. The Owners Association shall obtain and maintain a "master" or "blanket" Multi Peril policy of property insurance on the Common Areas of the project.

(b) Public Liability Insurance. The Owners Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas and, public ways (if any) in the Project, with a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Owners Association or another Owner, with limits not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence including protection against water damage liability, liability for non owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The scope of coverage also includes all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.

(c) Workmen's Compensation Insurance. The Owners Association shall obtain and maintain workmen's compensation and employers' liability insurance and all other similar insurance with respect to employees of the Owners Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance or Bond. The Owners Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board, and employees and all others who are responsible for handling funds of the Owners Association. Such fidelity bonds shall meet the following requirements:

(i) all shall name the Owners Association as an obligee;

(ii) all shall be written in an amount equal to at least 100% of the estimated three (3) months operating expenses and reserves of the Project, (Exceptions to this requirement will be considered on a case by case basis);

(iii) all shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, or shall contain an appropriate endorsement to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers;

(iii) all shall also have insurance coverage specifically covering liability of any officer, director, attorney, or employee of the Owner's Association, any Saint Prex Estates representative, all Design Review Committee members, and the declarant, related to any of their activities inside the Saint Prex Estates subdivision.

10.02. Insurance Policy Requirements. The Master Multi Peril Property, Public Liability and Flood Insurance policies obtained by the Owners Association pursuant to Section 10.01 shall be subject to the following:

(a) the named insured under any such policies shall be the Owners Association, as a trustee for the Owners, or its authorized representative, including any trustee with which such Owners Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under these policies;

(b) insurance coverage obtained and maintained pursuant to the requirement of Section 10.01 (a) and (b) shall not be brought into contribution with insurance purchase by the Lot or their mortgagees;

(c) coverage must not be prejudiced by (i) an act or neglect of the Lot Owners when such act or neglect is not within the control of the Owners Association or (ii) any failure of the Owners Association to comply with any warranty or condition regarding any portion of the premises over which the Owners Association has no control;

(d) coverage may not be canceled or substantially modified (including cancellation for non payment of premium) without at least thirty (30) days prior to written notice to any and all insured;

(e) all policies must contain a waiver of subrogation by the insurer as to any and all claims against the Owners Association, the Lot Owner and/or their respective agents, employees or tenants, and of any defenses based on co insurance or on invalidity arising from the acts of the insured;

(f) each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class A-6 or better;

(g) policies shall be deemed unacceptable where (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against a Lot Owner, his or her first mortgagee or any first mortgagee's designee or such designee's designee; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent a Lot Owner, his or her first mortgagee or any first mortgagee's designee or such designee's designee from collecting insurance proceeds; and

(h) all policies of hazard insurance shall contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Project is located.

10.03. Custody of Insurance Policies. Upon written request and payment of a \$10.00 processing fee, the Board shall provide a Lot Owner, his or her first mortgagee or any first mortgagee's designee or such designee's designee, with a copy of the "master" or "blanket" policy of Multi Peril property insurance, including copies of endorsements to such policy as required by FHLMC or FNMA, and where applicable, a copy of any flood insurance policy, a copy of the comprehensive policy of public liability insurance an appropriate certificate or memorandum of insurance as to each Lot in the Project which is the subject of a mortgage being serviced for FHLMC and FNMA and all other insurance drafts, policies, notices, invoices and other similar documents.

10.04. Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Owners Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Owners Association may deem appropriate from time to time.

10.05. Lot Owner's Own Insurance. Each Lot Owner, at his or her own expense, shall procure and maintain at all times fire and extended coverage insurance covering the real and personal property of such Lot Owner and additional fixtures and improvements added by such Lot Owner against loss by fire and other casualties, including without limitation vandalism and malicious mischief. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Owners Association pursuant to this Article. No use shall be made of any Living Unit which shall cause the improvements within the subdivision, or any part thereof, to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be cancelled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as home owners special form coverage (Form 3, or better). An Owner may be required to obtain flood insurance as a condition to obtaining any financing covering any improvements on a Lot.

10.06. Review of Insurance. The Owners Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Owners Association may select.

ARTICLE 11

DAMAGE OR DESTRUCTION

11.01. Owners Association as Attorney in Fact. All of the Lot Owners irrevocably constitute and appoint the Owners Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Lot Owner shall constitute an appointment by said grantee of the Owners Association as his or her attorney in fact as herein provided. As attorney in fact, the Owners Association shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of a Lot Owner which may be necessary or appropriate to exercise the powers herein granted.

11.02. Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the elements of the Saint Prex Estates subdivision for which the Owners Association is responsible to substantially the same condition in which it existed prior to the damage or destruction.

11.03. Repair or Reconstruction. If the damage or destruction in an area for which the Owners Association is responsible, is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Lot Owners, and no consent or other action by an Lot Owner shall be necessary in connection therewith, except as otherwise expressly provided herein.

11.04. Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment

for cost of repair and reconstruction shall be made from insurance proceeds.

11.05. Amendment of Article. This Article 11 shall not be amended unless at least two thirds (2/3) of the Lot Owners in the Project consent and agree to such amendment by duly executed and recorded instruments.

11.07. Exclusion. Notwithstanding any provision in this Article 11 to the contrary, the Declarant does not appoint the Homeowners Association, its attorney-in-Fact nor give it authorization to make decisions on the Declarant's behalf.

ARTICLE 12

CONDEMNATION

12.01. Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Lot or portion thereof is made the subject matter of any condemnation or eminent domain proceedings or is otherwise sought to be acquired by a condemning authority, the Board shall give prompt written notice of any such proceeding or proposed acquisition to each Lot Owner in the Project and to any Institutional Holder of any first mortgage on a Lot in the Project.

12.02. Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Owners Association and shall be distributed by the Board, on behalf of the Association as herein provided.

12.03. Complete Taking. In the event the entire Project is taken by power of eminent domain, Lot ownership pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed to the Lot Owners in proportion to their respective undivided interests in the Common Areas. Such distribution shall be made by check payable jointly to the respective Lot Owners and their respective Mortgagees, as appropriate.

12.04. Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) Allocation of Award. As soon as practicable, the Board shall, on behalf of the Association, apportion the condemnation award between compensation, severance damages, or other proceeds, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The total amount apportioned to taking of, or injury to, the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Lots have been taken) in proportion to their respective undivided interests in the Common Areas taken;

(ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Lot Owners of those Lots that have not been taken, in proportion to their respective undivided interests in the Common Areas;

(iii) The respective amounts apportioned to the taking of or injury to a particular Lot shall be allocated and distributed to the Owner of such Lot;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Owners Association determined to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute, or otherwise, the Owners Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Lot Owners

and their respective Mortgagees, as appropriate; and

(vii) No provision of this Article 12 or any other provision in this Declaration, the Articles, or the Bylaws shall entitle the Lot Owner or other party to priority over any institutional holder of any first mortgage on such Lot with respect to the distribution to such Lot of the proceeds of any award, settlement, or proceeds from any eminent domain or condemnation proceedings.

(b) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, Lot ownership pursuant hereto shall not terminate, but shall continue. In such event the Project shall be reorganized as follows:

(i) If any partial taking results in the taking of an entire Lot, then the Lot Owner thereof shall cease to be a Member of the Owners Association and all voting rights and the undivided interest in the Common Areas appertaining to such Lot shall be reallocated to, and shall appertain to, the remaining Lots in proportion to their respective undivided interests in the Common Areas.

(ii) If any partial taking results in the taking of a portion of a Lot and if no determination is made by the Board that such taking makes it impractical to use the remaining portion of such Lot for any lawful purpose permitted by this Declaration, then the fair market value of such remaining portion of the Lot shall be determined by the Board and all voting rights and the undivided interest in the Common Areas appertaining to such Lot shall be reduced in proportion to the diminution in fair market value of such Lot resulting from the taking. The voting rights and undivided interest in the Common Areas so divested from such Lot shall be reallocated to, and shall appertain to, such Lot and the other respective undivided interests in the Common Areas; provided, however, that such Lot shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence.

(iii) If any partial taking results in the taking of a portion of a Lot and if there is a determination made by the Board that such taking makes it impractical to use the remaining portion of such Lot for any lawful purpose permitted by this Declaration, then all voting rights and the entire undivided interest in the Common Areas appertaining to such Lot shall be reallocated to and shall appertain to the remaining Lot in proportion to their respective undivided interests in the Common Areas, and the remaining portion of such Lot shall thenceforth be part of the Common Area.

(iv) The Board shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 12.04 (b) ; provided, however, that if any such determination shall have been or such action taken by judicial decree, the Board shall defer thereto and proceed in accordance therewith.

(c) Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by its provisions specified in Article 11 hereof for cases of Damage or Destruction; provided, however, that the provisions of said Article dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

ARTICLE 13

OBSOLESCENCE

13.01. Adoption of Plan. Subject to the provisions of Section 16.12 and after the Declarant no longer holds title to a Lot in the Project, Lot Owners holding seventy five percent (75%) or more of the Total Votes of the Owners Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction of the Project. Written notice of adoption of such a plan shall be given to all Lot Owners and Institutional Holders, but in no event shall such renewal and reconstruction change any of the obligations related to the Varvel Landscape Development Agreement without consent of Eric M. Varvel and his successors since he is the beneficiary of the Varvel Landscape Development Agreement.

13.02. Payment for Renewal and Reconstruction. The Owners Association shall levy a Special Assessment sufficient to provide funds to pay the estimated expenses of renewal or reconstruction. Such Special Assessment shall be allocated and collected as provided in Section 9.03 hereof. Further levies may be made in like manner if the amounts

collected prove insufficient to pay the actual expenses of such renewal or reconstruction. In the event the amounts collected pursuant hereto are in excess of the amounts required for renewal or reconstruction, such excess shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas.

ARTICLE 14

MORTGAGE PROTECTION

14.01. Matters Requiring Prior Mortgagee Approval. Except as provided by the statute in case of condemnation or substantial loss to the Lots and/or Common Areas of the Project, unless at least eighty percent (80%) of all First Mortgagees (including Institutional Holders) which hold first mortgage liens on Lots in the Project (based upon one vote for each First Mortgage owned) have given their prior written approval, the Owners Association shall not be entitled to:

- (a) Abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) Cause any amendment to be made to the Declaration, the Articles, or the Bylaws, which would change the pro rata interest or obligations of any individual Lot for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of each Lot in the Common Areas.

14.02. Matters That May Require Prior Mortgage Approval. Except as provided by statute in case of condemnation or substantial loss to the Lots and/or Common Areas of the Project, unless at least eighty percent (80%) of the First Mortgagees (based upon one vote for each First Mortgage owned), and, all of the Lots Owners have given their prior written approval, the Owners Association shall not be entitled to:

- (a) Partition or subdivide any Lot;
- (b) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas of the Project; or
- (c) Use hazard insurance proceeds for losses to any Lot for other than repair, replacement or reconstruction of such Lot, except as provided by the statute.

14.03. Prior Liens Relate Only to Individual Lots. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Lots and not to the Project as a whole.

14.04. Subordination of Common Expense Lien. Any lien which the Owners Association may have on any Lot in the Project for the payment of Common Expense assessments attributable to such Lot shall be subordinate to the lien of equivalent security interest of any first mortgage on the Lot recorded prior to the date on which any such Common Expense assessments became due.

14.05. Information Made Available to Mortgagee Upon Request. Any Institutional Holder of a first mortgage on a Lot in the Project shall, upon request, be entitled to: (a) inspect the books and records of the Owners Association during normal business hours; and (b) receive an annual audited financial statement of the Owners Association within 90 days following the end of any fiscal year of the Project; and (c) written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

14.06. Priority of Mortgagee in Event of Damage. In the event of substantial damage to or destruction of any Lot or any part of the Common Areas, the Holder of any first mortgage on a Lot shall be entitled to timely written notice of any such damage or destruction and no provision of the Declaration, Articles, or Bylaws or any amendment thereto shall entitle the Lot Owner or other party to priority over such holder with respect to the distribution to such Lot owner of any insurance proceeds.

14.07. Priority of Mortgagee in Event of Condemnation. If any Lot or portion thereof, or the Common Areas or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Holder of any first mortgage on a Lot shall be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of the Declaration, Articles, or Bylaws or any amendment thereto, shall entitle the Lot Owner or other party to priority over such holder with respect to the distribution to such Lot of the proceeds of any award or settlement.

14.08. Mortgagee Rights in Event of Foreclosure. Each Holder of a first mortgage lien on a Lot who comes into possession of the Lot by the foreclosure of a mortgagee, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for the claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots in the Project, including the mortgaged Lot.

14.09. Notice to First Mortgagees. The Owners Association may give Institutional Holders of first mortgages who have requested in writing such notice, prompt notice of any default in the Lot mortgagor's obligations under the Owners Association documents not cured within thirty (30) days of default.

14.10. No Right of First Refusal. No "right of first refusal" shall be included in or added by amendment to the Declaration, Articles or Bylaws which would impair the rights of any holder of a first mortgage on a Lot in the Project to:

- (a) foreclose or take title to a Lot pursuant to the remedies provided in the mortgage and/or pursuant to the laws of the State of Utah, or
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) interfere with a subsequent sale or lease of a Lot so acquired by the mortgage.

14.11. Identification of Mortgagee. A Lot Owner who mortgages his or her Lot shall, within ten (10) days after such mortgage has been executed, notify the Board of the name and address of his or her mortgagee for purposes of the mortgagee's receipt of Notices hereunder.

14.12. Amendment. No provision of this Article 14 shall be amended without the prior written consent of at least eighty percent (80%) of all First Mortgagees (including all Institutional Holders which have a first mortgage on any Lot in the Project), based on one vote for each mortgagee.

ARTICLE 15

COMPLIANCE WITH DECLARATION AND BYLAWS

15.01. Compliance. Each Lot Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Owners Association, rules and regulations promulgated by the Owners Association, and the decisions and resolutions of the Owners Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Owners Association or, in a proper case, by an aggrieved Lot Owner.

15.02. Enforcement and Remedies. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration or in any Supplemental or Amended Declaration, with respect to the Owners Association or Lots within the Project shall be enforceable by the Declarant or by any Lot Owner within the Project, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any Supplemental or Amended Declaration, with respect to a person or entity or property of a person or entity other than the Owners Association or the Declarant shall be enforceable by the Declarant or by the Owners Association or, in a proper case, by an aggrieved Lot Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

ARTICLE 16

GENERAL PROVISIONS

16.01. Intent and Purpose. The provisions of this Declaration, and any Supplemental or Amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Single Family Residential Project. Failure to enforce any provision, restriction, covenant, or condition contained in this Declaration, or in any Supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

16.02. Construction. The provisions of this Declaration shall be in addition and supplemental to the provisions of any development agreement with Midway City and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to expand, limit, or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

16.03. Attorney Fees. In the event any action or proceeding is brought to enforce the provisions of this Declaration, the By-Laws, or any Rules or Regulations, the prevailing party shall be entitled to recover its costs and reasonable attorney fees, whether such sums are expended with or without suit, at trial or on appeal.

16.04. Notices and Registration of Mailing Address. Each Owner shall register from time to time with the Owners Association his or her current mailing address. All notices, demands, and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first class U.S. certified mail, postage prepaid, addressed to the Owner at his or her registered mailing address or, if no address has been registered, to the Lot address of such Owner. All notices, demands, and other communications to the Owners Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first class U.S. certified mail, postage prepaid, addressed to the Owners Association at its current address of 448 Winchester Drive, Murray, Utah 84107, and a copy to James C. Ziter at the business address of, 339 East 3900 South, Suite 260, Salt Lake City, Utah 84107 or to such other address as the Owners Association may hereafter specify to the Lot Owners in writing. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when personally served or when deposited in the U.S. certified mail, postage prepaid and in the form provided for in this Section, as the case may be.

16.05. Audit. Any Owner may at any reasonable time, upon appointment and at his or her own expense, cause an audit or inspection to be made of the books and records maintained by the Owners Association. The Owners Association, at the expense of the Common Expense Fund, may obtain an audit, by public accountants, of all books and records pertaining to the Project at no greater than annual intervals and copies thereof shall be furnished to the Lot Owners.

16.06. Amendment. Except as otherwise provided herein and after the Declarant transfers the Common Areas to the Owners Association, this Declaration may be amended if Lot Owners holding at least two thirds (2/3) of the Total Votes in the Owners Association consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Wasatch County, State of Utah.

16.07. Effective Date. This Declaration shall take effect upon recording.

16.08. Agent for Service. The name and address of the person to receive service of process in all causes of action shall be the registered agent and address of the Owners Association as shown on the official corporate records maintained in the office of the Division of Corporations of the Utah Department of Commerce.

16.09. Limitation on Owners Association's Liability. The Owners Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Owners Association hereunder, or for

injury or damage to any person or property caused by the elements or by another Owner or person in or upon the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of a Lot or its drains, pipes, conduits, appliances, or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Owners Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules, or order of any governmental authority.

16.10. Lot Owner's Obligation. All obligations of a Owner, under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he or she may be leasing, renting, or selling under contract his or her Lot. The Owner within the Project shall have no obligation for expenses or other obligations accruing after he or she conveys such Lot.

16.11. Model Units, Sales Offices and Advertising Signs. Declarant and Declarant's duly authorized agents, representatives and employees shall have the right to establish and maintain models and sales offices on the land within the Project, and the right to use such models and sales office during the period that Lots in the Project remain unsold. Declarant reserves the right to relocate the same from time to time within the Project. Declarant further reserves the right to maintain advertising signs on the Project and to place the same in any location, and to relocate, replace, and remove the same at the sole discretion of Declarant during the period that Lots in the project remain unsold.

16.12. Termination. The prior written approval of (a) at least 80% of all First Mortgagees (including Institutional Holders) which hold first mortgage liens on Lots in the Project, based on one vote for each First Mortgage owned, and (b) all of the Owners in the Project shall be required before the Project may be abandoned or terminated except as provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

ARTICLE 17

ADDITIONAL RESERVED RIGHTS AND DISCLAIMERS

17. Declarant hereby expressly reserves to itself and its successors and assigns the following described rights, which include development rights and special Declarant rights, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the recording of this Declaration in the County Recorder and ending on the date of termination of such rights established herein. It is expressly understood that Declarant shall not be obligated to exercise any of these reserved rights:

The reserved rights hereinafter set forth may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All conveyances of Lots, Common Areas and the Property hereafter made, whether by Declarant or otherwise, in whole or in part shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the rights reserved by and to Declarant in this Article and Declaration, even though no specific reference to such rights appears in the conveyance instruments. Nothing in this Article shall limit or impair any other rights granted or reserved to Declarant by other provisions of this Declaration or of any Supplement or Amended Declaration. The following rights are hereby reserved to Declarant and its successors and assigns.

(a) Completion of Improvements. The right throughout the Project to complete Improvements as required by the City, or indicated on any Plat or this Declaration, and as such Plats and the Declaration may be supplemented or amended from time to time. Furthermore, the right to construct and complete Improvements, required by the terms of the Development Agreement and by the terms of any other Subdivision Improvement Agreements that may hereafter be executed by Declarant in connection with future phases or annexations to the Project, as said Agreement or Agreements may be amended from time to time. Furthermore, the right to create, grant and/or use and enjoy additional non-exclusive easements, and to relocate existing platted easements, upon or across any portion of the Property except

building envelopes, as may be reasonably required for the completion by Declarant of the described Improvements or the effective exercise by Declarant of any of the other rights described in this Declaration.

(b) Changes to Project. The right to amend any approved Plat and this Declaration, but is under no obligation to do so. Declarant reserves the right to unilaterally amend any recorded document related to the Saint Prex Estates subdivision, including this Declaration or Owners Association Bylaws without consent of any other Lot owner during the time that Declarant owns any Lots in the Saint Prex Subdivision. Each party that purchases a Lot from the Declarant hereby understands the ability of the Declarant to change essential subdivision documents to which Lot owners shall be bound.

(c) Compliance with Laws. To the extent that any provision in this Declaration is inconsistent with any law, the offending provision shall be revised by reference to such law and interpreted as closely as possible to the original intent of this Declaration. In no case will the unenforceability of any provision of this Declaration cause any other otherwise enforceable provision to be unenforceable.

(d) Limitation of Declarant Liability for Content of Documents. Every Lot Owner hereby releases the Declarant for any drafting errors, inconsistencies, ambiguities, or illegalities contained in this Declaration or any related Owners Association document.

(e) Limitation of Declarant Liability Related to Retention Pond. Every Lot Owner hereby releases the Declarant from any liability related to the retention pond in the Saint Prex Estates subdivision.

17.1 Disclaimers. By accepting a deed to a Lot, each Owner acknowledges that Declarant and the Owners Association are only obligated to do those acts specifically enumerated herein, or in the Bylaws and Rules and Regulations and are not obligated to do any other acts with respect to the safety or protection of persons or property within the Project area. The Declarant's disclaimer includes but is not limited to the following:

(a) Safety. Any obligation regarding the security of any persons or property within the Project area.

(b) Fungus. Mold is a Fungus that occurs naturally in the environment, and is necessary for the natural decomposition of plant and other organic material. "Fungus" means any type or form of fungi including mold or mildew, and any mycotoxins, spores, scents or byproducts produced by fungi. Residential home construction is not, designed to exclude Fungus such as mold. Neither Developer nor its contractor shall be responsible for any damages caused by mold, or by some other Fungus, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

DECLARANT:
SAINT PREX OF MIDWAY, LLC

By: *R. Kent Buie*
Its REPRESENTATIVE AS RECITED BELOW

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 23rd day of May, 2018, personally appeared before me R. KENT BUIE whose identity is personally known to me, or proved to me on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Manager of Jura Holdings LLC, which is the Manager of Over the Hill LLC which is the Manager of Declarant and that said Declaration was signed by him in behalf of said limited liability companies by authority of their respective Operating Agreements and Resolutions and said R. KENT BUIE acknowledged to me that said companies executed the same.

J. Charles Ziter
NOTARY PUBLIC

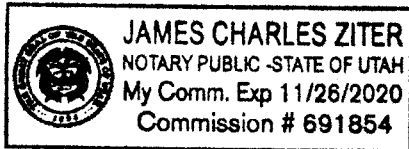


EXHIBIT A
MAISONS DE SAINT-PREX

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 01°59'09" EAST 475.58 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE PROPERTY LINE.

THENCE SOUTH 89°12'00" EAST 520.24 FEET; THENCE SOUTH 03°22'55" EAST 67.40 FEET; THENCE SOUTH 04°40'08" EAST 57.10 FEET; THENCE SOUTH 03°38'16" EAST 111.85 FEET; THENCE SOUTH 04°10'49" EAST 236.27 FEET; THENCE SOUTH 03°47'59" EAST 111.25 FEET; THENCE SOUTH 04°48'44" EAST 71.54 FEET; THENCE NORTH 89°06'23" WEST 492.12 FEET; THENCE SOUTH 86°12'11" WEST 153.98 FEET; THENCE NORTH 89°10'17" WEST 28.76 FEET; THENCE ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT 110.06 FEET (CENTRAL ANGLE OF 84°04'58" AND A CHORD BEARING NORTH 47°07'55" WEST 100.45 FEET); THENCE NORTH 03°45'35" WEST 31.73 FEET; THENCE NORTH 01°33'41" WEST 72.98 FEET; THENCE NORTH 18°56'06" WEST 52.50 FEET; THENCE NORTH 29°58'46" WEST 77.85 FEET; THENCE NORTH 26°02'41" WEST 29.06 FEET; THENCE NORTH 10°25'51" WEST 38.13 FEET; THENCE NORTH 01°08'29" EAST 96.89 FEET; THENCE NORTH 88°01'07" EAST 23.84 FEET; THENCE NORTH 04°45'41" WEST 199.55 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 25.02 FEET (CENTRAL ANGLE OF 95°34'35" AND A CHORD BEARING NORTH 43°01'09" EAST 22.22 FEET); THENCE SOUTH 89°12'00" EAST 236.91 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11.55 ACRES

EXHIBIT "B"

PLAT MAP

EXHIBIT "E"

ARTICLES OF INCORPORATION AND BYLAWS OF THE OWNERS ASSOCIATION

When Recorded Return to

Eldon Haacke

1832 Rich Way

Salt Lake City, Utah 84121

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SAINT PREX ESTATES

Dated May 23, 2018

EXHIBIT "C"

INITIAL ARCHITECTURAL GUIDELINES AND PROCEDURES

Exhibit C
Architectural Guidelines and Procedures



SAINT-PREX
— ESTATES —



SAINT-PREX
— ESTATES —

THE MISSION: “Stylistic Authenticity” Architecture

There are neighborhoods that possess special appeal, exuding a sense of tradition, tranquility and permanence. The well established American communities of Martha’s Vineyard, MA, Coral Gable, FL and even closer to home in the Yale/Harvard and Federal Heights neighborhoods of Salt Lake City, UT, are fine examples of such places.

Whether for centuries or mere decades, these neighborhoods have a timeless quality, somehow retaining the style and character that make them appealing.

Such neighborhoods don’t occur randomly or were fatefully thrust together to rise to become modern-day reminders of how truly great architecture once was. But rather they are a result of incremental adaptation of structural forms conforming to the attributes and challenges of location, material and the efforts of local craftsman who, through the ages, established what later became a style which expresses the dominant features of its time, place and, above all, it’s people.

Upon close observation, these timeless communities possess certain common foundational design principles borrowed from the ages. These principles have become the guide to how best fashion and build simple, yet important dwellings for its inhabitants.

First among those principles:

- Proper use of limited building materials
- Well-proportioned and historically accurate details
- Well-planned, curving roadways revealing tree-lined streets
- Clear order, hierarchy and rhythm of design elements
- Clear and simple massing
- Integrated open space with trails and parks

At Saint-Prex Estates the greatest aspiration is to encourage and foster the cultivation of a limited selection of architectural styles built upon design principles that make special neighborhoods so appealing.

The mission at Saint-Prex is to gather “a fortunate few” who appreciate the traditions of style and detail together with modern day craftsmanship, under the committed guidance of a design review process to produce a certain “stylistic authenticity”.

STYLE OVERVIEW

Architecture over the centuries has gone through numerous styles and fashions. Just as Neo Classicism of the Georgian era of produced some of the most beautiful architecture in America and Europe by adopting design principles of an architecture from a thousand years earlier, our aim at St. Prex Estates is to harken back to some uniquely American styles from 100 years ago to begin our journey of creating a beautiful neighborhood. These styles include Prairie School, Arts and Crafts, Shingle, and the ranch style homes of Mid Century Modern (with a rustic twist). St Prex Estates aims to showcase the best of American turn of the century architecture including its present day interpretations.

Modern Prairie



Shingle



Arts & Crafts



Mid-Century Modern Ranch



Modern Prairie

Overview: This is one of the few indigenous styles to America. It became popular in the early 1900's and faded from fashion in the late 20's as International Modernism came into vogue. It was contemporary to the Arts and Crafts movement in America. The Prairie style is uniquely positioned to be built in the present construction climate and maintain all its authenticity. It is suited for more modern adaptations that may have



larger expanses of glass and is particularly suited to asymmetrical design. Historic architects and precedents to explore are Frank Lloyd Wright, Louis Sullivan, George W. Maher, Robert C. Spencer Jr. and others of the Prairie school of architecture. Use historic precedents as beginning points and modernize based on present needs.

At Saint Prex Estates the aim is to showcase the best of American turn of the century architecture including its modern interpretations. We believe it's best expressed through the Prairie school of architecture. Its horizontality imposes a certain discipline to design that can mitigate many of the unruly contemporary mountain modern forms.

Primary Design Intent: Horizontality. Volume arrangement and Façade Detailing that emphasize the Horizontality of the design.

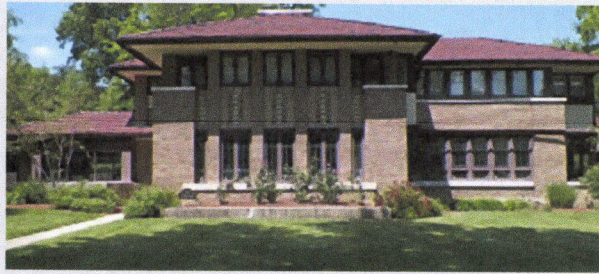
Suggested Design Strategies, Details and Elements: Typical design strategy would have a large two-story volume flanked/wrapped/or engaged with single story wings and covered porches. Unlike most modern adaptations (including examples shown here), the front entry of historical prairie homes never occurs in a tower element. Keep that in mind when exploring design options. Avoid the entry tower.

- *Piers:* massive piers built typically of formal masonry or stucco (not tapered) with contrasting colored caps.
- *Windows:* Vertically oriented windows are typical while used in large horizontal groupings with "frame" around the entire group emphasizing horizontality. Exceptions to vertical windows will be granted to accommodate large expanses of glass for the purpose of framing views.
- *Eaves:* Large overhangs. Minimum 3 ft where possible.
- *Roofs:* Shallow/Low Pitch. Typically hipped with rare exceptions as needed to reinforce hierarchy.
- *Horizontal Decorative Devices:* contrasting horizontal banding and caps on balconies, porches, windows sills, and columns, etc. Contrasting colors on eaves, cornices and caps. Contrasting colors on frames of openings and adjacent walls.

Good Historic Precedents



Willits House Highland Park Illinois 1901



Robert Mueller House Decatur Illinois

Good Contemporary Examples



A couple notes on this house: Dry stack stone will not be permitted like shown here and the eaves must extend a minimum of 3' where possible which this home doesn't. The general form is successful with it's low pitched roofs and window groupings.



Arts & Crafts / Craftsman / Bungalow

Overview: This is another iconic American architectural style which became popular in the early 1900's. A contemporary to the Prairie School, it gained wide appeal as it appeared in many pattern books of the early 1900's and faded from fashion in the late 20's. Few were built after the 1930's. This style was contemporary to the Prairie Style and gained more wide appeal as it appeared in many pattern books of the early 1900's. Properly executed arts and crafts homes exude warmth and comfort. If a commitment to the details is a priority, then designing an arts and crafts styled home is desirable due to the design latitude inherent in the style. It is a preferred style of Saint Prex Estates and has a wide general appeal.



Gustav Stickley and the Green and Greene Brothers are two primary drivers of this movement. Salt Lake City has a large and wonderful collection of homes in this style that may serve as precedents. Arts and Crafts architecture is a little more complicated to execute well in our building culture as we no longer use the same building techniques that made them so visually stimulating. Historic architects and precedents to explore are Greene and Greene, Gustav Stickley, or many places in Salt Lake City. Just take a stroll down one of the historic streets. Use historic precedents as beginning points and modernize based on present needs.

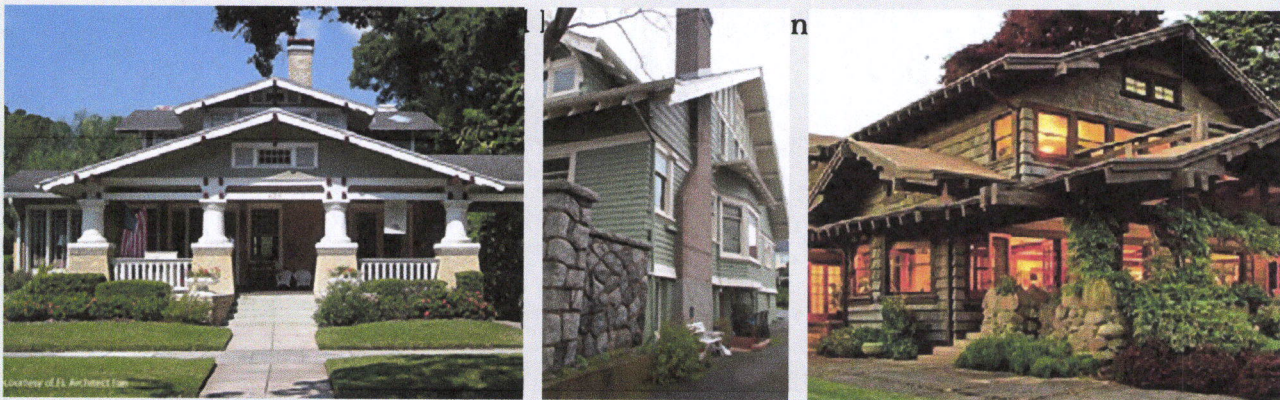
Primary Design Intent: Horizontality and an emphasis in sculptural eave details. Volume arrangement and Façade Detailing that emphasize the Horizontality of the design.

Suggested Design Strategies, Details and Elements: Typical design strategy would have very simple volumes 1 1/2 to 2 stories with a large covered porch.

- **Roof-Wall Junction:** The proper execution of this is critical to achieve authenticity. They are nearly always exposed rafter. They are almost never boxed in or closed. Due to energy code and structural requirements of our climate, modifications to the junction will be necessary, but should still reinforce exposed rafters which will never be more than 24 inches apart.
- **Eaves and Rafters:** Large overhangs. Minimum 2' 6" ft where possible. Exposed Rafters. No aluminum soffit or fascia. Fascia is minimized to maximize exposed rafters. Ends of rafters should be notched or designed. We recognize this may be a cost that you will wish to cut when in the middle of building, so plan your design appropriately to budget it in.
- **Columns and Piers:** Columns in arts and crafts homes have tremendous design latitude ranging from massive stone or brick piers to highly ornamented tapered wood columns and even groupings of posts with horizontal bracketing. Please use historical precedents when selecting columns. If the details are under-designed, stock, and/or poorly executed, the effect is cheap and left visually wanting. Poorly proportioned prefab columns will be rejected. The column type that will be most successfully executed in today's building climate is a tapered stone column. See images below for what we deem acceptable and not acceptable. Dry

stack stone will not be permitted.

- *Windows:* Vertically oriented windows are typical while used in large horizontal groupings with “frame” around the entire group.
- *Roofs:* Pitch may vary from house to house. Consistent pitch on a single home is important, but it's eave details do more to indicate its stylistic authenticity than the pitch. Lean toward shallow pitch.
- *Brackets and Beams:* Brackets and projecting roof beams in Arts and Crafts homes were always structural. If that is possible in your design, that would be best. If not, brackets applied after the fact must appear structural in placement and size.
- *The Bargeboard (vergeboard):* The final exposed rafter at gable ends that provides the primary decorative element to the façade. It should reinforce the hierarchy of the façade. It's design at the ends will typically be different than the design of the typical rafter detail.



The house is great. The column details are out of proportion however. NOT a suitable example for columns.

Good Contemporary Precedents



Preferred Column Type



Not Acceptable Column Type

“stone” applications along with unacceptable columns and soffits:



Not Acceptable: example of a so-called craftsman home - derivative and inauthentic.

Shingle Style

Overview: The shingle style is an American adaptation and conglomeration of multiple historic styles including Queen Ann, Richardsonian Romanesque, Colonial and Dutch colonial, among others. It's far more freeform than other styles due to the sculptural nature of shingles. Overall designs are rarely symmetrical. The style precedes the Arts and Crafts and Prairie styles by a decade or two and the best examples are arguably in New England. They almost always include a window with some livable space within the roof volume and frequently have cylindrical elements in the form of towers and porches (lighthouse/turret).



Due to the variety of possible design solutions, it is expected the design professional will stay on top of preliminary approvals.

Primary Design Intent: The style aims for a complex volume arrangement with a smooth surface made up almost entirely of shingles. The volume arrangement is still very clear based on roof lines, but the style has great latitude in composition.

Suggested Design Strategies, Details and Elements: Typical design strategy: Typically, asymmetrical. Have logical horizontal divisions for starting point for shingles if they do not cover entire wall surface (except for details). Utilize skirting and/or banding trim details as transitions.

- **Columns and Piers:** May be shingles, may be classical, may be stone.
- **Windows:** Windows will be an important aspect of a shingle style design. As the design flexibility increases, the temptation to use multiple window types will also increase. **A limited window palette is required.** Window differentiation is to be used as a design strategy to emphasize hierarchy not to arbitrarily create "visual interest". Changing up window types/sizes/styles must be done with caution..
- **Roofs:** There is great flexibility in roof type and composition. There should still be primary and secondary non-competing volumes with logical roof resolutions. Try to stick with gable ends and use hipped roofs sparingly. Gambrel roofs should utilize historic precedents for proper slopes of roof form. Cross gables are typical. Overlapping gables will not be permitted.
- **Walls:** Shingles are the dominant material with no corner boards. Composite material shingles are not permitted. Only natural woods. Walls can be more sculptural as the shingle material lends itself to that application. Flared bases and skirts at material transitions or bottom of wall are common. Stone walls with horizontal banding separating shingles and stone are acceptable.



Ranch or Mid-Century Rustic

Overview: This is a rustic reinvention of mid-century modern and simple industrial and rural forms. This is a new style and there will be many avenues for invention within its development. The best present examples are found in Jackson Hole, Wyoming. The forms and volumes will still be traditional. Their expression will be more modern and rustic.



In harmony with the horizontality of the prairie and arts and crafts style we believe the mid century modern homes with their open floor plans and large expanses of glass can also be a starting point. This will be a challenge as we collectively try to codify a new style. Concept volume diagrams and sketches are critical when meeting with the DRC at the beginning stages of design.

It is expected that the design will strictly comply with the design principles outlined in this document and not try to push the envelope with mountain modern elements such as single sloped shed roofs, butterfly roofs, or anything too “modernist”. The objective is TRADITIONAL FORMS clad in RUSTIC NATURAL MATERIALS. Extreme arbitrary roof compositions are to be avoided as they are not a traditional form. Modernist applications of siding, stone, and other materials as patchwork on a canvas rather than appearing structural is to be avoided. Material transitions are to follow the principles in this document. The design must exhibit order and rhythm and shall not have arbitrary window or material applications exhibiting an entire lack of balance so common in many modern designs.

Primary Design Intent: Simple volume RAMBLER with NATURAL MATERIALS (wood, stone, metal). No composite or cement siding or panels. The intent is to create simple forms with horizontality in mind while utilizing more rustic elements.

Suggested Design Strategies, Details and Elements: Typical design strategy: Generate visual interest with simple traditional forms or midcentury forms clad in rustic materials including stone, reclaimed wood, and steel.

Eaves and Rafters: Best determined at initial design review

Columns and Piers: Natural stone or timbers

Windows: It's anticipated that large expanses of glass will be appropriate in this style. Wide openings should still have a lintel (wood if over 5' or arched if in stone) or windows that go right to the ceiling/soffit plane.

Roofs: Simple and traditional forms avoiding extreme pitches. Low slopes consistent with mid century modern and flat roofs are acceptable.

Brackets and Beams: Natural wood timbers. Reclaimed if possible.



ARCHITECTS & PLANNERS

DESIGN PRINCIPLES

The following principles distill to a fundamental level the essence of what makes timeless architecture, regardless of tradition or style. These are the fundamental commonalities in all truly timeless design. It is these principles that ought to guide owners and designers in their quest of architectural beauty. The relationship between the plan and the exterior facades (elevations) is critical. We mention this since in today's culture we rarely design a house from the outside in. Today's designs typically begin with a floor plan while neglecting elevation design. This strategy is more comprehensive. **Plan and elevation should be equally considered.** The elevation influences window placement and window placement influences floor plan and visa versa. Architecture should be considered an art and not just a functional box we place windows in and different materials on to create "visual interest". These principles outlined have not covered balance, symmetry, asymmetry, axis, scale, proportion, among other critical design fundamentals, but what we've outlined here is a starting point. The aim is a stylistic authenticity.

Clear & Simple Massing

Massing refers to how the volumes of the house are arranged. Volumes are distinct geometric three-dimensional shapes.

The most basic volume is a rectangular box with a horizontal triangular prism on top for a roof. This is nearly all architecture of colonial era. (not approved for this neighborhood)

As tastes changed over the centuries in America, there was an explosion of stylistic explorations. At the turn of the century at the end of the Victorian age, America had come into its own architecturally. People wanted an architecture uniquely American.



(image from *Classic Colonial Homes*)



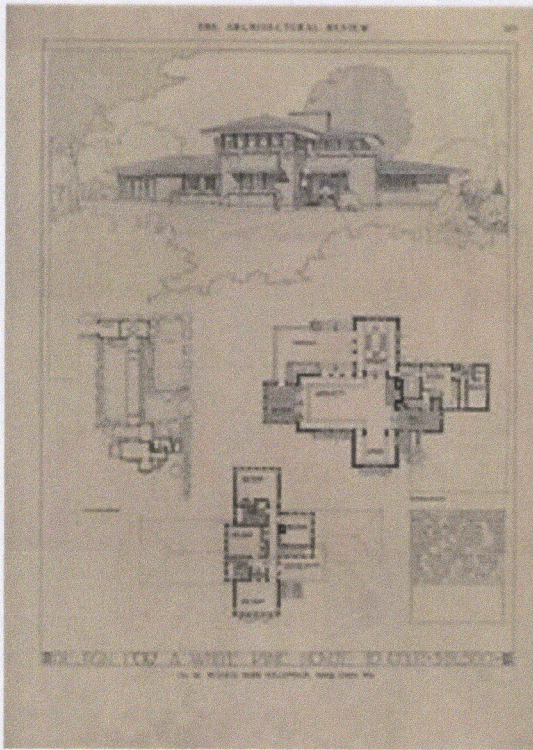
VIEW BEFORE ALTERATION.



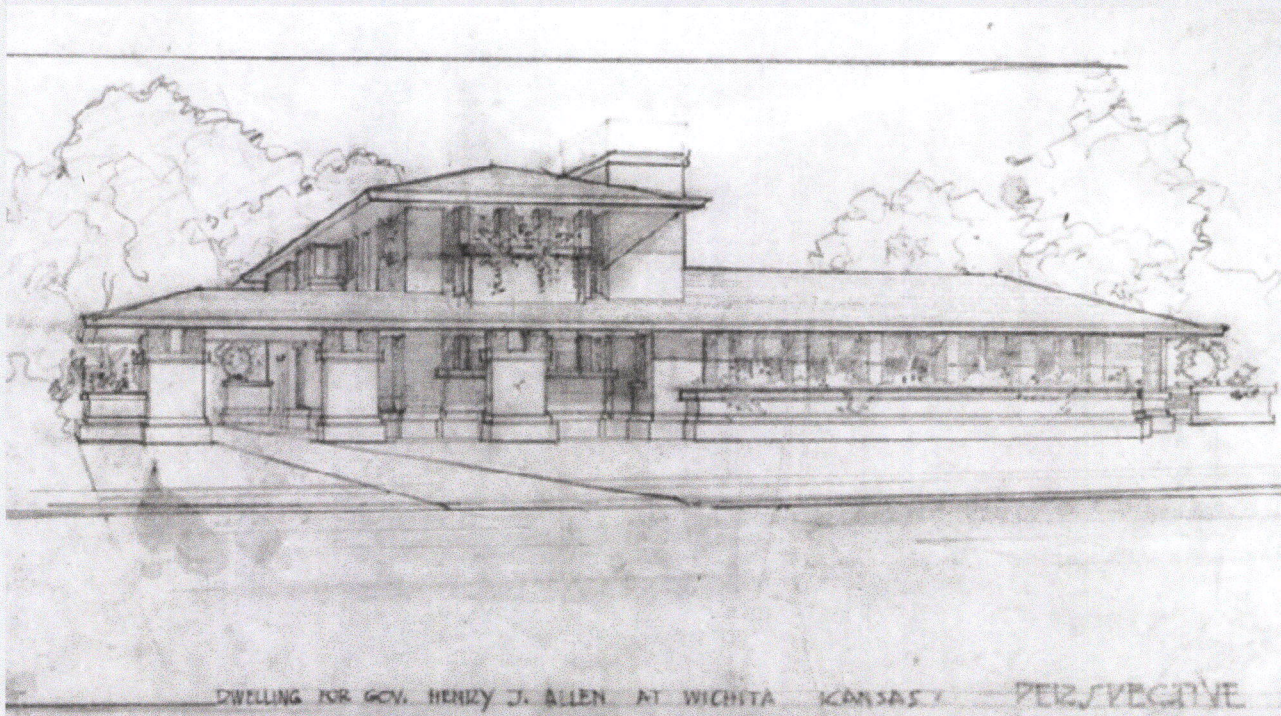
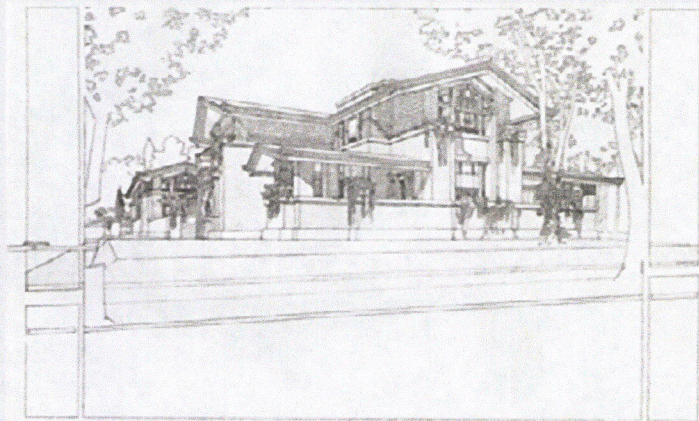
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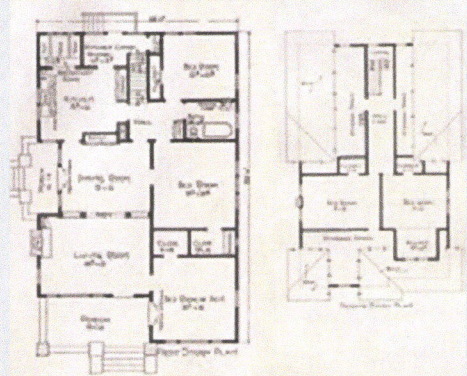
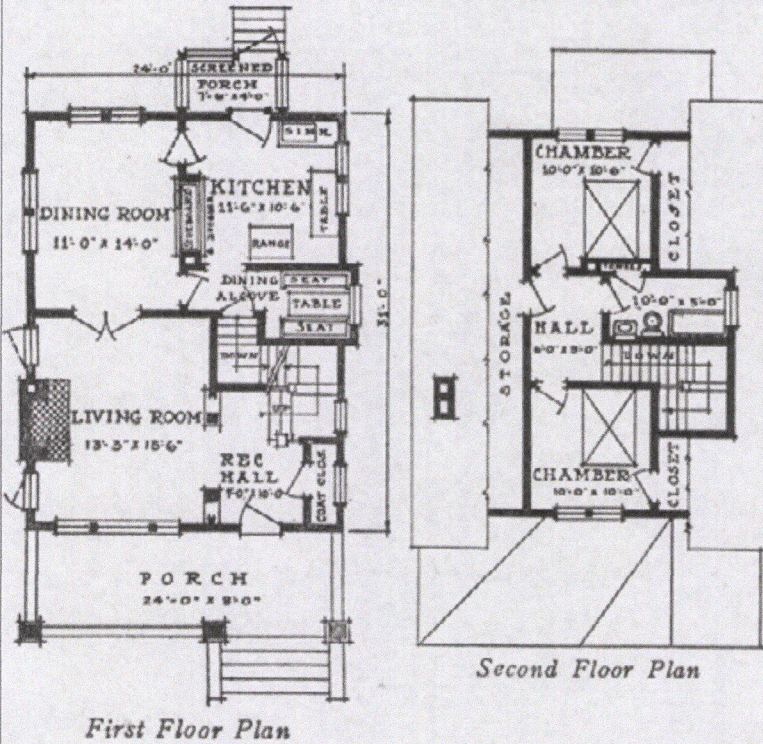
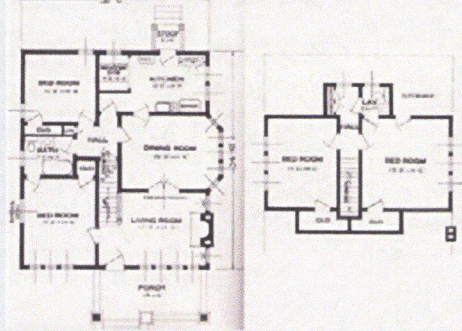
How to hide a box: William M. Woollett's 1878 book of house plans, "Old Homes Made New" showed how to mask the box-like shape by turning it into a Queen Anne, with loads of other Victorian filigree.

All the inventiveness of that era still stayed true to fundamental design principles based in traditional and classical architecture. The foremost principle being clear and distinguishable volumes. Even though you took a box and turned it into something far more whimsical, the volumes were still distinct and volume hierarchy was clear.



The Prairie school of architecture led by F.L. Wright invented a style of architecture for America. The prairie school focused on horizontal forms opposed to the vertical forms of other contemporary styles. Notice how the roof lines and volume arrangements are still very clear and distinct.

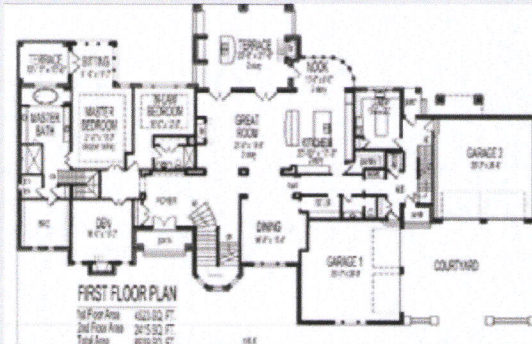




The Arts and Crafts movement with its more widely known craftsman and bungalow houses also kept massing very simple and focused on the details for visual interest. The details reflected the structural composition of the house. With brackets, carved beams, and sculptural rafter tails.

The principle of proper massing needs to be addressed as it's the most common cause of poor suburban design. Most designers and home owners today focus solely on the floor plan without consideration of the overall volume composition. This leads to a convoluted exterior visual reading of architecture and leaves much wanting in terms of design resolution. Most people try to make up the lack of coherence with more and more fluff. More materials, more gables, more window types, more volumes, more roof lines. This is the result when designing strictly from the inside out. To achieve the results expected in Saint Prex Estates, designing a house starts at the volumetric and massing level, which will inform the flow of the floor plan and not the other way around. It's a relationship that was understood 100 years ago that has been lost and our aim is to challenge design professionals and owners to once again achieve timeless architecture that will become more beautiful as it ages and not go out of fashion in 5 years.

The images below show common errors:



This floor plan is incomprehensible from a volumetric standpoint. There is no clear roof plan distinguishable from this floor plan. There should be a clear roof plan that can be conceived when looking at a floor plan. Hipped roofs can solve all the strange ins and outs of today's floor plans but they always end up as non-designed homes that will fade in fashion quickly. See next image.



This home represents everything not timeless when it comes to massing. It has every conceivable shape, volume, and idea put into it. The main body of the house is convoluted as expressed in a hipped roof that has too many height changes. This is not to say the quality of the construction is lacking or it's a "cheap" home. This image represents what would not be approved in Saint Prex Estates.



This home is a very typical example of what many residential designers in Utah would call a craftsman. This IS NOT a craftsman home. If you put tapered columns on the porch it's still not a craftsman home. It's not a shingle style home either. Too many overlapping gables confuse the overall volume arrangement and the combination of hipped and gable roofs in this manner is not consistent with Saint Prex Estates style guidelines.

Order, Hierarchy, and Rhythm

These principles are fundamentally complex and abstract. It's not expected that buyers and owners will understand the nuances and levels of complexity of architectural order and rhythm, but it is expected their hired design professional will.

Order refers to the underlying coherence of all the relationships within a design. Since most HOA design review committees have limited jurisdiction when it comes to the interior of the house, this is not very enforceable. But the exterior will need to be approved and a well ordered exterior design is expected. Order embodies the principle of Hierarchy which refers to the degree of design emphasis for each element of a house. Hierarchy is achieved through differentiation of parts using scale, form, and/or details. The following diagrams should illustrate at the most elemental level what it is to achieve hierarchy.

No Differentiation=No Hierarchy

Differentiation by Detail

Differentiation by Scale

Differentiation by Form



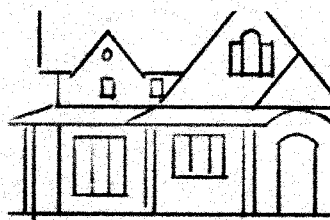
Differentiation by Scale, Form, and Detail

Differentiation by Scale and Detail

The following examples illustrate the loss of order, hierarchy and rhythm:



Successful example



Begins to fall apart with too many window types, competing and overlapping gables.



Completely falls apart with multiple roof types, multiple window types, no rhythm for column spacing, competing gables. Elevation studies that have too many dominating elements will not be approved.

Building Materials

The proper use of materials is critical to achieving timeless design. A limited selection is important. Each volume should be a consistent material with accents where details occur. If there are material changes, they should occur where volumes intersect. Changes of materials may also occur where details happen. This includes opening surrounds, eaves, and other ornamental details. If stone is used, it should be applied in a manner that visually reinforces its natural material properties. The true test for the visual appropriateness of stone is to ask if all the steel and wood reinforcing were removed from the stone, could it stand on its own?

Stucco:

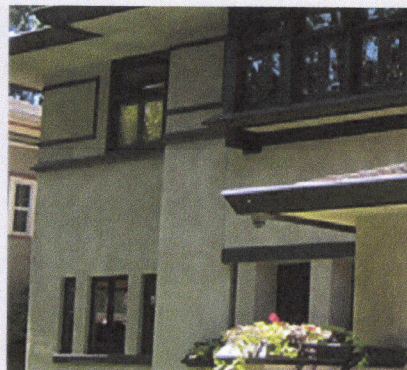
Stucco window surround pop outs are not permitted. Stucco is traditionally a finish product laid over masonry. Today's EIFS systems are how construction is done today, which greatly reduce the necessary depth windows are placed within the wall. If stucco is used, it's expected that 3 inch thick EIFS systems or natural stucco over masonry will be used to visually reinforce the natural properties of the material.



NOT PERMITTED: stucco pop out



PERMITTED: thick stucco for deep relief



Exception for stucco window surround pop outs: Appropriate use in Prairie style as a deliberately designed framing element.

Stone:

Stone should be applied in a way that visually reinforces its physical properties. Most stone installations historically were coursed. Even random rubble patterns had distinguishable coursing. Precast and Cast stone that's made to look like natural field stone or another non-cut/carved stone is not permitted.

Dry stack stone is NOT PERMITTED except on garden walls detached from structures.



This is a non-approved application of non-approved "stone". Terminating the outside corner with a material change is not permitted. The "stone" over a wide expansive opening like a garage without a lintel is an inappropriate application and is not permitted. It needs a lintel or an arch to be structurally correct.

Stone exterior wainscots are not permitted with exception by the design review committee. The pop out in this image of full stone is an inappropriate location and use. The pop out does not represent a distinguishable volume and is an arbitrary design decision to mix up materials to provide "visual interest". Changes in materials are meant to highlight major design moves that reinforce the order and hierarchy of the design, not to just mix it up.

**Siding:**

Siding must be approved by the design review committee based on stylistic considerations. The primary issue with siding is the reveal between boards. Historically it was similar to a brick course - 4 inches. Today's typical applications are two brick courses tall -- 6 to 8 inches. When using composite materials, steer away from stamped wood grains. Avoid corner boards.

Trim: Should be appropriate for the style.

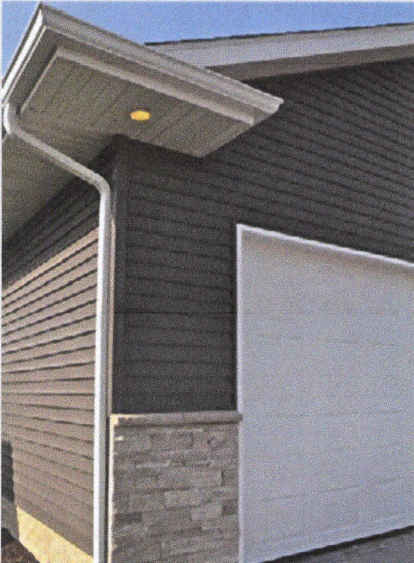
Brick: Used where appropriate for the style. With rare exception, do not simultaneously use stone and brick on the same house. Provide acceptable precedents for design approval.

Shingles as siding: Must be a natural material with a reveal/exposure appropriate for the application.

Shingles as roofing: Roofing must be appropriate for the style.

Soffit and Fascia: Material should be appropriate to the style. Aluminum soffit should rarely be used.

Material transitions: Transitions must reinforce volumes and details. Changes on facades, at corners, or at random places on a façade will not be approved. See the following examples of typical applications in today's construction climate that will not be approved.



Arbitrarily changing from stone to brick will not be approved. These examples show what materials are inappropriate for the neighborhood while showing typical mistakes designers and builders make that prevent any chance of achieving authenticity of style or material application.

Details

A home's details are what make it authentic and timeless. Details should be appropriate for the style. Look to historical precedents for appropriate details. They are endless in creativity and expression.

Not Appropriate



Too many materials
Odd transitions
Not enough overhang
Same color fascia and soffit



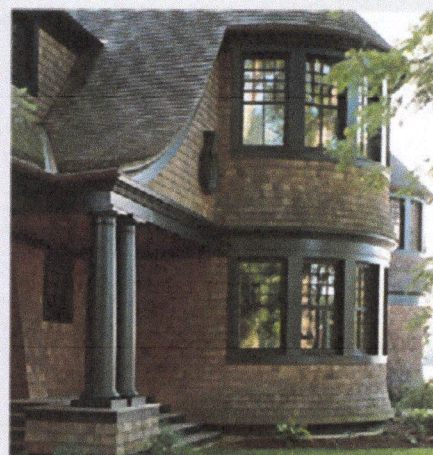
No details or reference to historic authenticity
Too many materials arbitrarily used.

Appropriate



Contrasting fascia and soffit
the stone is sub par

Appropriate



Not Appropriate



Four-Sided Design: The “Complete” Structure

It is common in today's design and building environment to neglect the design of the two side and rear facades. Recognizing that we need to accommodate utilitarian rooms including storage, utility, garages, and bathrooms, there will consistently be one façade that may not rise to an exceptional level of design. It is expected that significant effort be given to all publicly facing facades and at least three facades should be well designed. Bungalows are Arts and Crafts homes located traditionally in more urban environments and may have looser window arrangements on the sides, but all four sides matter and cannot be afterthoughts.



Good

This craftsman bungalow illustrates successfully how each public façade must be equally considered. Even though windows are in locations that aren't bilaterally symmetrical, the porch columns provide an overall frame to the primary design features of the house making the side façade appear designed and well considered.



Bad

This home demonstrates many problematic details that are to be avoided in Saint Prex Estates. The sides which are still very visible from public corridors look like afterthoughts. This is not acceptable. Nor is the roof line, window selection, over scaled entry, thin columns, and just about everything.



Bad

This home also represents a design that will not be approved due to many reasons, but one reason to mention here is the complete lack of windows or design on an entirely blank side façade. Not to mention improper application of materials. Material transitions happen at corners rather than volumes, overlapping gables are not permitted, projecting front facing garages are not permitted.

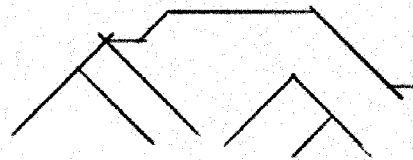
Common Issues that Will Not Be Approved

As a note for owners and designers:

There are many common issues we run up against again and again that are not in harmony with the design intent of the neighborhood. The biggest issue for those hoping for a craftsman design will be overcoming the hurdle of what we culturally accept as a "craftsman" house in today's environment. There is a limited handful of homes built in Utah within the last 80 years that can be considered an authentic craftsman home as defined in the guidelines. When looking at precedents and concepts for this style, begin with historic precedents as a beginning point for design, not current examples from home design websites. Aluminum soffit and fascia will not be approved on craftsman homes.

This diagram represents unacceptable roof lines. Houses with hipped roofs that have multiple height transitions indicate volumes were not used as a beginning point for the design.

Over gabled facades with overlapping gables will not be approved. Craftsman homes introduced this concept to architecture but were always limited to a single major and minor relationship, not more than one overlapping gable pair that made up the primary volume on a single façade.



Another major design issue we come across is how we think of exterior materials. Since exterior finish materials are no longer structural we no longer think of them as structural and think of them more like paint to be applied to surfaces. This type of thinking regarding materials will rarely lead to authentic design. Materials must be applied as if they were structurally integrated.

To reiterate the importance of 4-sided design: The only time it's acceptable to have blank walls of a lesser material (like stucco) is on buildings that are tightly grouped together in more urban environments where the front façade is supposed to be the only public experience with the architecture. All homes in Saint Prex Estates are on large enough lots that all four sides are fronts. Historically, villas and country houses were designed on all four sides since it was common knowledge the public would visually experience all four sides of the house. Timeless and authentic design will never be achieved unless all four sides are well designed.

In the end it is the architectural details that lend individuality and artistry to a home. However not all details are equal in their ability to create aesthetically appealing character. Correctly proportioned details are critically important. Even homes with the exact same form, window arrangement and such can be entirely different from each other due to specifically designed details. Beauty, individuality, and character results from **well-designed** details.

The Approval Process

Selection Of Design Professional

Select a design professional that is both talented, knowledgeable about construction and most importantly passionate about historic architecture.

They must be approved by the design review committee. They are required to submit sample work for approval. If preliminary designs come in that aren't acceptable the design review committee has the option to revoke their approval and the owner will be required to find another design professional. It is expected that the design professional will be in integral part of the home design until construction is complete.

Introduction Meeting to Review Design Direction and Precedent Images

Owners should meet with the design review committee before design begins on their lot to review this document and how best to proceed.

Preliminary Approval

It is the discretion of the design review committee to approve and deny submitted designs. Considering the general subjectivity of architectural critiques, the design principles outlined (simple massing, hierarchy, etc.) are the first level of critique and approval. It is recommended that full plans are not completed and submitted at the first level approval, but rather massing studies and concept imagery are used. Full plans and elevations at this stage frequently lead to wasted time and money. Bring precedent photos and inspiration imagery that informs the design direction.

Final Approval

In order to get a letter from the HOA for permitting at Midway City, a full plan set must be submitted for review and signed off by the DRC.

Material Board

At the preliminary stage of building a material board must be submitted for approval to ensure the proper materials are being used to meet the design intent.

Detail Approvals During Construction

There are many changes during construction. Any deviations from the plans must be submitted to the DRC for approval. This shouldn't be necessary, but there are too many contractors who neglect or don't understand the details. The details are where we expect all homes in this neighborhood to shine. If the details are not specifically called out in the final plans and prefab finishes are ordered from a catalog, they must be approved by the DRC.

Summary and Conclusion

It is our aim to give architects and owners the freedom to explore architectural design in the way we did over a 100 years ago. That method created timeless and visually rich neighborhoods. These guidelines are not meant to restrict creativity. They are to set the rules of the game without arbitrarily requiring percentages for roof slopes, percentages for masonry on a façade, or requirements to break up a façade every 30'. Those restrictions have prevented great architecture in the past and we wish to stay on a path of "stylistic authenticity" while addressing the specific needs for your lot. Aim for greatness and the neighborhood will collectively benefit.

EXHIBIT "D"

VARVEL LANDSCAPE AGREEMENT

Fully Executed Copy

LANDSCAPE DEVELOPMENT AGREEMENT

This Agreement is entered into this 9 day of August, 2017 by and between Saint Prèx of Midway LLC, a Utah limited liability company, ("Developer"), and Eric Varvel, ("Seller").

RECITALS

1. Whereas the Eric M. Varvel as Seller and Jura Holdings LLC ("JURA") as Buyer entered into that certain "Real Property Purchase and Sale Agreement" dated April 10, 2017 (the "REPC") related to approximately 11.54 acres in Wasatch County (the "Property"). A copy of the REPC is attached as Exhibit "A" hereto.
2. Whereas the Jura's interest in the REPC was assigned to Developer on or about July 31, 2017.
3. Whereas the Addendum 1 to the REPC contained the following provision (the "Landscaping Provision") regarding landscaping:

"1.02. Along with, and during, the installation and construction of all other subdivision improvements within the proposed Saint-Prèx development contained within the Real Property, and in substantial accordance with the attached landscape Exhibit Revision #5, dated, June 30, 2017, depicting and describing a combination of deciduous and coniferous species of trees, Buyer shall create a visual screen for the purpose of obscuring Seller's view in to (sic) the Real Property"
4. Whereas the "landscape Exhibit Revision #5 dated June 30, 2017" (hereafter the "Landscape Map") is attached as Exhibit "B" hereto. The actual land that the trees, bushes, and shrubs contemplated on the Landscape Map shall rest on shall be called the "Landscape Area".
5. Whereas, the parties understand that there is no final plat yet approved for the development of the Property yet approved by Midway City, and there is no homeowner's association formed yet by Developer.
6. Whereas the parties desire to contract to ensure that the landscaping in the Landscape Area shall be designated as "Open Space" in the prospective final plat, and that the landscaping in the Landscape Area shall be administered and maintained consistent with the specifications in the Landscape Map by whichever homeowner's association will govern the Property when the subdivision is developed.
7. Now therefore, the parties hereto agree as follows:

LANDSCAPE AGREEMENT

1. Developer, or its successors and assigns in the process of obtaining final plat approval for the development of the Property will designate the Landscape Area as shown the Landscape Development Agreement and Landscape Revision #5 and Exhibits thereto dated June 30, 2017 ("Landscape Plan") as "Open Space" on any plat submitted for final approval before Midway City. The Landscape Plan including irrigation shall be installed by Developer concurrent with the site improvements and planting shall be at the time for appropriate planting as determined by the Landscape Architect who developed the Landscape Plan but no later than twelve (12) months from the date of execution of this Agreement if construction of the subdivision begins in the fall of the year 2017 and no later than December 31, 2018 if construction begins after the fall of 2017. The number/amount and type of vegetation will be closely similar in size and quality as set out in the Landscape Plan.

2. When Developer, or its successors and assigns create the homeowner's association to administer the subdivision, that association shall have the written responsibility, memorialized in its recorded Covenants, Conditions and Restrictions (CC&R's), with the maintenance and upkeep of the landscaping in the Landscape Area, such that the landscaping therein shall be perpetually maintained in substantially the form contemplated in the Landscape Map. Since Seller is the beneficiary of this provision, the CC&R's will also state that this provision may not be amended or eliminated without the written consent of Seller or its successors and assigns.

3. Once the landscape has been installed and the CC&R's with the required provisions have been recorded and the homeowner's association is up and running, this agreement is no longer enforceable against Developer or its successors and assigns.

4. Miscellaneous Provisions:

4.1 Interpretation. This Agreement shall be construed in accordance with the laws or the State of Utah.

4.2 No Oral Modifications. This Agreement shall not be modified except by an instrument in writing signed by the parties hereto.

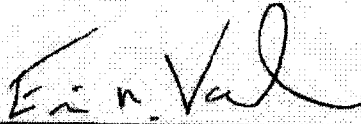
4.3 Successors Bound. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

4.4 Entire Contract. This contract contains all understandings and agreements between the parties and includes any warranty, express or implied, intended to be applicable to this work.

4.5 Attorney's Fees. If any suit is filed by any party to enforce this Agreement or otherwise with respect to the subject matter, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4.6. This Agreement may be executed in parts and delivered by email, facsimile or personal delivery.

IN WITNESS WHEREOF, the undersigned have set their hands on the date first shown above.



Eric M. Varvel

Saint Prex of Midway LLC

DocuSigned by:
By: Kent Bui
Its: 9CMBB4B4FB32441

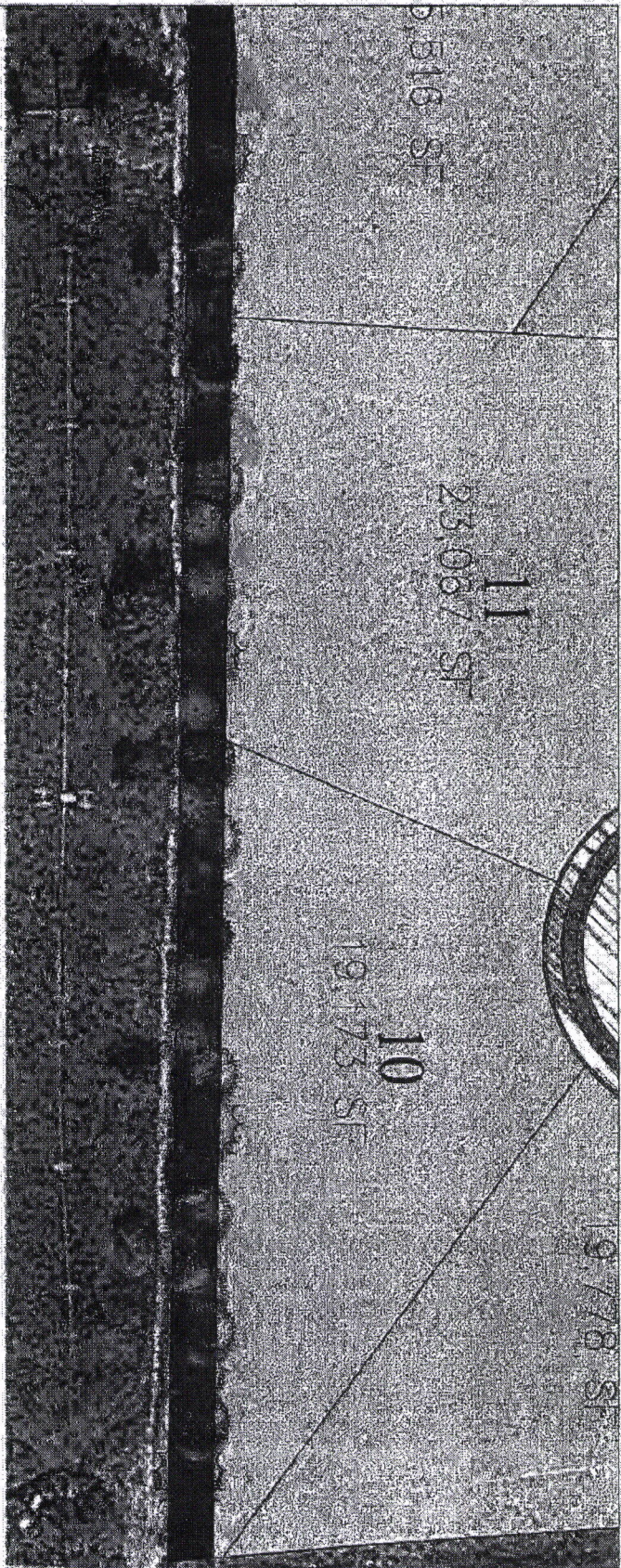
EXHIBIT "A"

REPC

BY AGREEMENT OF SELLER, THIS DOCUMENT HAS BEEN OMITTED FOR
RECORDING PURPOSES ONLY.

EXHIBIT "B"

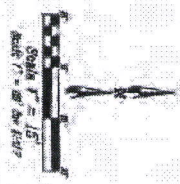
LANDSCAPING PLAN



PLANT SPECIFICATIONS VARIETY:

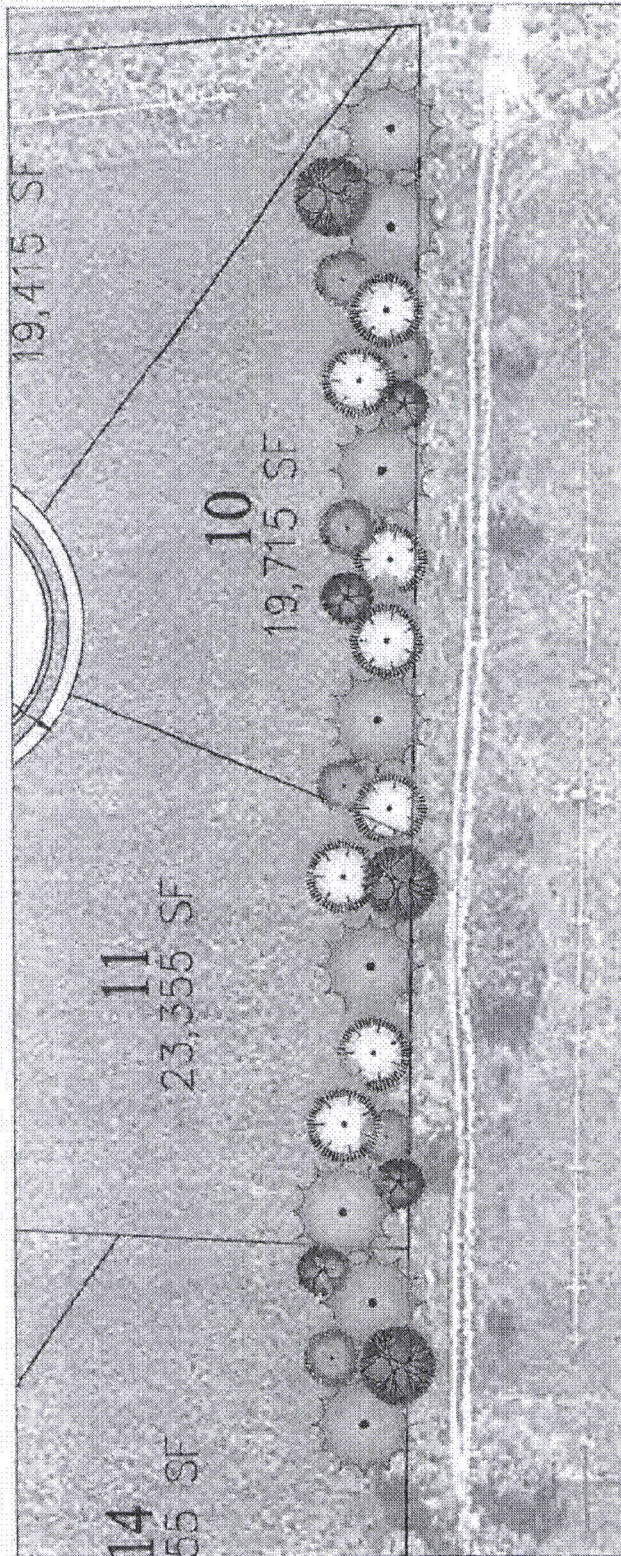
QTY	SYMBOL	DESCRIPTION	HEIGHT	SPACING	NOTES
1	(Symbol)	Central Road Planting / 1-yr. young / 2-yr. young	8-10'	2' x 2'	
1	(Symbol)	Secondary / Primary Vegetation	8-10'	2' x 2'	
1	(Symbol)	Planting Collection / 1-yr. young / 2-yr. young	8-10'	2' x 2'	
1	(Symbol)	Planting Collection / 1-yr. young / 2-yr. young	8-10'	2' x 2'	
1	(Symbol)	Planting Collection / 1-yr. young / 2-yr. young	8-10'	2' x 2'	

LANDSCAPE SPECIFIC NOTES:
 * DIMENSIONS OF SYMBOLS AND SPACING NOTES
 * SPECIFIC NOTES WILL GOVERN TO A HEIGHT OF 20'-30' TALL
 * SPECIFIC NOTES WILL GOVERN TO A HEIGHT OF 20'-30'
 * LANDSCAPE SPECIFIC NOTES WILL GOVERN TO A HEIGHT OF 20'



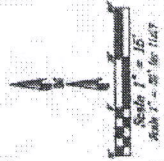
THE FIRM HAS BEEN LICENSED BY THE STATE OF CALIFORNIA TO PROVIDE LANDSCAPE ARCHITECTURE SERVICES.
 LICENSE NO. 12345
 DATE OF EXPIRATION: 12/31/2024
 PROJECT NO. 12345
 DATE OF ISSUE: 12/31/2024

MANBERG
 LANDSCAPE ARCHITECTS
 12345 MAIN STREET
 SUITE 100
 SAN FRANCISCO, CA 94102
 TEL: 415-123-4567
 FAX: 415-123-4568
 WWW.MANBERG.COM



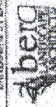
LANDSCAPE SCREENING NOTES:
 * COMBINATION OF EVERGREEN AND DECIDUOUS TREES
 * EVERGREEN TREES WILL GROW TO A HEIGHT OF 30-60' TALL
 * SMALLER DECIDUOUS TREES WILL GROW TO A HEIGHT OF 20-30'
 * LARGER DECIDUOUS TREES WILL GROW TO A HEIGHT OF 60'

TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE
	4	Cascade Red Chokeberry / <i>Fraxinus virginiana</i> Cascade Red	B&B	2' Cal	
	6	Chokeberry / <i>Prunus virginiana</i>	B&B	2' Cal	
	3	Eastern Cottonwood Soutland / <i>Populus deltoides</i> Soutland	B&B	2' Cal	
EVERGREEN TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE
	6	Colorado Spruce / <i>Picea pungens</i>	B&B		10' min.
	8	White Fir / <i>Abies concolor</i>	B&B		10' min.



NO ARCHITECT OR ENGINEER'S SEAL OR SIGNATURE REQUIRED FOR THIS PLAN.
 DATE: 05/11/2011
 BY: J. J. JONES
 FOR: J. J. JONES

STATE OF ARIZONA
 LANDSCAPE ARCHITECT
 J. J. JONES
 LICENSE NO. 10000



DATE: 05/11/2011
 BY: J. J. JONES
 FOR: J. J. JONES

RECEIVED
MAY 22 2018
JBB
Utah Div. of Corp. & Comm. Code

ARTICLES OF INCORPORATION
OF
SAINT PREX ESTATES OWNERS ASSOCIATION INC.

The undersigned, acting as incorporator under the Utah Revised Nonprofit Corporation Act (the "Act"), does hereby certify that the following are the ARTICLES OF INCORPORATION OF SAINT PREX ESTATES OWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is SAINT PREX ESTATES OWNERS ASSOCIATION INC. (the "Association").

ARTICLE II

DURATION

The period of duration of the Association shall be perpetual.

ARTICLE III

PURPOSE

This Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which the Association is formed are:

A. To be and constitute the Association to exercise all managerial rights and powers no matter to which entity referred as specified in the "Declaration of Covenants, Conditions and Restrictions of Saint Prex Estates (the "Declaration"), whenever that Declaration recorded in the Office of the Wasatch County Recorder, State of Utah, the Declaration is incorporated herein by reference as if set forth in full, the Bylaws of Saint Prex Estates Owners Association ("Bylaws") whenever that is recorded, which is also incorporated herein by reference, and as provided by law.

B. To provide, for maintenance, preservation and control of the project known as Saint Prex Estates (the "Project") and to promote the health, safety and welfare of the residents within the Project and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

C. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

D. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

E. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise.

F. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, directors, trustees, officers, or other persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered to its employees for services rendered to the Association and to make payments and distributions in furtherance of the purposes set forth herein.

G. To hereby ratify all prior acts of all individuals and entities previously acting on behalf of the Association including but not limited to the Saint Prex of Midway LLC (the "Declarant") which is referred to in the Declaration.

Date: 05/22/2018
Receipt Number: 7352704
Amount Paid: \$30.00

MAY 22 '18 PM 12:16

ARTICLE IV
MEMBERSHIP

Ent 451842 Bk 1223 Pg 1367

Every person or entity who is a record Owner, as defined in the Declaration or Bylaws, of any Lot in the Saint Prex Estates subdivision (the "Subdivision") which is subject to the Declaration of record or to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE V
VOTING RIGHTS

The Association shall have one class, Class A, of voting membership:

Class A. Class A members shall be all Owners, as defined in the Declaration and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot except for a Declarant owned Lot. The foregoing is subject to the limitations and definitions set forth in the Declaration and Bylaws. Declarant shall have 15 Class A votes for each Lot that it owns in the Subdivision. There will not be share certificates issued evidencing memberships.

ARTICLE VI
BYLAWS

The internal affairs of the Association shall be conducted, managed, controlled, and regulated by the Bylaws of Saint Prex Estates Owners Association Inc.

ARTICLE VII
BOARD OF DIRECTORS

The business and affairs of the Association shall be conducted, managed, and controlled by a Board of Directors, (which may also be referred to as the Board of Trustees) of the Association. The names and addresses of the initial members of the Board of Directors (who may be referred to individually as Trustees) at the date of execution hereof appointed by the Declarant are:

R. Kent Buie	448 Winchester Drive, Suite 140, Suite 104, Murray, Utah 84107
Eldon Haacke	448 Winchester Drive, Suite 140, Suite 104, Murray, Utah 84107
Sandra Haacke	448 Winchester Drive, Suite 140, Suite 104, Murray, Utah 84107

The method of election, term of office, removal and filling of vacancies and other managerial or governance related matters shall be as set forth in the Bylaws. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

OFFICERS

The initial officers of the Association are:

Eldon Haacke (president) 448 Winchester Drive, Suite 140, Murray, Utah 84107

R. Kent Buie (vice-president) 448 Winchester Drive, Suite 140, Murray, Utah 84107

Eldon Haacke (secretary) 448 Winchester Drive, Suite 140, Murray, Utah 84107

Eldon Haacke (treasurer) 448 Winchester Drive, Suite 140, Murray, Utah 84107

ARTICLE IX

LIMITATION OF DIRECTOR, INCORPORATOR, OFFICER, DECLARANT LIABILITY

No director, incorporator, officer, Declarant, trustee, or attorney of the foregoing, shall have liability to the Association or its members for monetary damages for conduct in such capacity, except for acts or omissions that involve intentional misconduct by that individual, or a knowing violation of law by that individual, or for any transaction from which that individual will personally receive a benefit in money, property or services to which that individual is not legally entitled. If the Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, officers or the Declarant, then the liability of those individuals shall be eliminated or limited to the full extent permitted by the Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right of protection of any of the foregoing described individuals existing at the time of such repeal or modification for or with respect to any act or omission of such director occurring prior to such repeal or modification. All actions of prior Board members or officers are hereby ratified.

ARTICLE X

INDEMNIFICATION

To the full extent permitted by the Act, each member of the Board of Directors, Officers, Declarant, or any manager of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of holding or having held such position, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that, in the event of a settlement, the indemnification shall apply only when the Management Committee approves such settlement and reimbursement as being in the best interests of the Association. Nothing herein shall, however, be deemed to obligate the Association to indemnify any Lot Owner under the Declaration who is or has been a board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by such Owner under and by virtue of the Declaration as an Owner of a Lot covered thereby.

ARTICLE XI

INCORPORATOR

The name and address of the incorporator is:

Eldon Haacke 448 Winchester Drive, Suite 140, Murray, Utah 84107

ARTICLE XII

REGISTERED OFFICE AND REGISTERED AGENT

The Association's initial registered agent shall be James C. Ziter. The address of the Association's registered agent shall be 339 East 3900 South, Suite 260, Salt Lake City, Utah 84107.

ARTICLE XIII
PRINCIPAL OFFICE

The initial Principal Office the Association shall be 448 Winchester Drive, Suite 140, Murray, Utah 84107.

ARTICLE XIV
DISSOLUTION

The Association may be dissolved upon an affirmative vote of 80% of all outstanding Class "A" voting interests, provided however that in the event of such dissolution, provisions be made to maintain the obligations in the Declaration which may run in perpetuity. Upon Dissolution, assets of the corporation will be distributed in a manner consistent with law.

ARTICLE XV
AMENDMENT

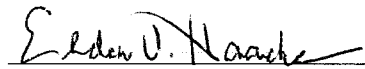
These Articles of Incorporation may be amended from time to time as authorized by the directors and permitted by law.

IN WITNESS WHEREOF, the undersigned Incorporator, and current Board of Directors have executed these Articles of Incorporation this 21st day May, 2018, and affirm and say:

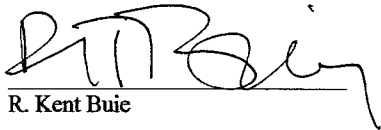
That they have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of their knowledge and belief, except as to matters herein alleged upon information and belief and as to those matters they believe to be true.

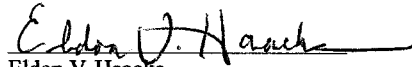
[SIGNATURE PAGE FOLLOWS]

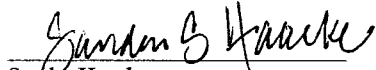
INCORPORATOR:


Eldon V. Haacke

BOARD OF DIRECTORS:

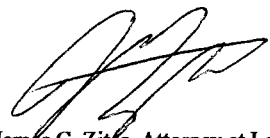

R. Kent Buie


Eldon V. Haacke


Sandra Haacke

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

James C. Ziter, hereby accepts the appointment as the Registered Agent for the SAINT PREX ESTATES OWNERS ASSOCIATION INC.


James C. Ziter, Attorney at Law

BYLAWS OF SAINT PREX ESTATES OWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION

The name of the corporation is SAINT PREX ESTATES OWNERS ASSOCIATION INC., hereinafter referred to as the "Association". The principal office of the Corporation in the State of Utah shall be located at 448 Winchester Drive, Suite 104, Murray, Utah 84107, or the most recent address filed with the State of Utah. But meetings of Members and Trustees may be held at such places within the State of Utah, or County of Wasatch, as may be designated by the Board of Trustees.

ARTICLE II. DEFINITIONS

Section 2.1 "Association" shall mean and refer to the SAINT PREX ESTATES OWNERS ASSOCIATION, INC, its successors and assigns.

Section 2.2 "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Saint Prex Estates, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.3 "Common Areas" shall mean and refer to that part of the Property which is not included with the Lots, which is owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon, and all easements appurtenant thereto, including, but not limited to, private utility lines and personal property owned by the Association, when the context so requires.

Section 2.4 "Living Unit" shall mean and refer to any one of the separately numbered and individually described plots of land or building pad described on a Plat and the home constructed thereon: (a) which is intended to be owned individually, rather than in common by Owners of different lots; and (b) which is intended to be used as the site of a single family Unit.

Section 2.5 "Lot" shall mean and refer to any one of the separately numbered and individually

described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit.

Section 2.6 "Owner", or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Wasatch County, Utah) of a fee or an undivided interest in any Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a 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. Even though more than one person may be an Owner of a Lot, except for Declarant's voting rights, there is only one vote per Lot.

Section 2.7 "Declarant" shall mean and refer to Saint Prex of Midway, LLC, a Utah limited liability company, or its successors and assigns, if such successors or assigns should acquire from the declarants all of its rights and obligations of development.

Section 2.8 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restriction of Saint Prex Estates, applicable to the Property recorded in the Office of the Recorder of Summit County, State of Utah, and amendments thereto.

Section 2.9 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration. Except for Declarant, each Lot shall be deemed to have only one vote in any voting matter.

Section 2.10 "Declarant's Control Period" ends 10 years from the date of execution hereof, or whenever the Declarant no longer owns any Lots in Saint Prex Estates, or at such a time that Declarant expressly relinquishes, in writing, the Declarant's Control Period, whichever is sooner.

Section 2.11 "Voting" shall mean the votes cast on any Owner's Association voting issue. There shall be only one class of voting rights, which shall be named Class "A", with each Lot entitled to cast only one Class "A" vote, except for Declarant which has 15 Class "A" votes for every lot it owns.

ARTICLE III. MEETING OF MEMBERS

Section 3.1 Annual Meetings. Annual meetings of the members shall be held on the fourth Tuesday in June of each year commencing 2018, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the members may be called by or at the request of the president or by the Board of Trustees, or upon written request of one-third (1/3) of the total outstanding votes of members entitled to vote delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered.

Section 3.3 Notice of Meetings. Notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by electronic means, including text message, email, or the website of the association of unit owners or by mailing a copy of such notice, postage prepaid, at least 7 days before such meeting, to each member entitled to vote thereon, addressed to the member's email, cell phone or postal address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. A member may, by written demand on file with the Association, require the Association to provide notice to the member by mail.

Section 3.4 Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of members, each member may vote in person or by proxy.

All proxies shall be in writing either on a proxy form or by email notice sent to the Association and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

Section 3.6 Declarant Voting. For voting and quorum purposes, the Declarant shall have 15 Class "A" votes for every one lot it owns. The purpose of this Section is to identify that so long as Declarant owns Lots in the subdivision, it may effectively control the Association.

ARTICLE IV. BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE

Section 4.1 Number. The affairs of the Association shall be managed by a Board of Trustees consisting of not less than three (3) individuals and not more than five (5) individuals. During the "Declarant's Control Period" the Board of Trustees, and each of them, may, at the option of the Declarant be unilaterally appointed only by the Declarant and such appointees need not be owners of Lots.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect one (1) of the Trustees for a term of one year; one (1) of the Trustees (or two (2) of the Trustees if there are a total of five (5) Trustees) for a term of two years; and one (1) of the Trustees (or two (2) of the Trustees if there are a total of five (5) Trustees) for a term of three years, and at each annual meeting thereafter the members shall elect the number of Trustees whose terms are to expire for a term of three years.

Section 4.3 Removal. Any Trustee may be removed from the Board, with or without cause, by a simple majority of Class "A" votes. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V. NOMINATION AND ELECTION OF TRUSTEES

Section 5.1 Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association or, if such members do not exist or decline appointment, the Declarant. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

Section 5.2 Election. Election to the Board of Trustees shall be by secret written ballot.

At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 Declarant Rights. During the Declarant's Control Period, Declarant shall have the right to appoint the entire Board of Trustees and each of them.

ARTICLE VI. MEETINGS OF TRUSTEES

Section 6.1 Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of

the Trustees. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 6.3 Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1 Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish fines for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities, if any, of a member during any

period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association

and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall

be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary,

and to prescribe their duties.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement

thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A votes;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be a member of the Board of Trustees, a secretary, and a treasurer, who may also be members of the Board of Trustees and such other officers as the Board may from time to time by resolution create. In case there is no secretary or treasurer, the president shall fill the secretary role and the vice president shall fill the treasurer role. For the Declarant Control Period, Declarant may unilaterally appoint all of the Officers of the Association.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices, in addition to the criteria as outlined in Section 8.1, the offices of secretary and treasurer may be held by the same person. In case there is no secretary or treasurer, the president shall fill the secretary role and the vice president shall fill the treasurer role.

Section 8.8 Duties. The duties of the officers are as follows:

(a)

President

The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

(b)

Officers under the direction of the board may employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties including any of the above duties of the officers.

ARTICLE IX. COMMITTEES

The Board of Trustees shall appoint a Design Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of

Trustees shall appoint other committees as deemed appropriate in carrying out its purposes. The Board of Trustees may appoint such other committees and vest such committees with authority to carry out their Board mandated functions.

ARTICLE XI. ASSESSMENTS AND FINES

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments and fines which are and will be secured by a continuing lien upon the property against which the assessment is made. Any assessments or fines which are not paid when due shall be delinquent. If the assessment or fine is not paid within thirty (30) days after the due date of delinquency, interest shall accrue thereon at the rate of one and one-half percent (1.5%) per month.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. All interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. 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 Unit or Lot.

ARTICLE XII. CORPORATE SEAL

The Association may, but not must, obtain a seal in circular form having within its circumference the name of the corporation, the year of incorporation, and the words "Corporate Seal".

ARTICLE XIII. AMENDMENTS

Section 13.1 These Bylaws may be amended, at a regular or special meeting of the members, by a 2/3 vote of the Class A votes present in person or by proxy.

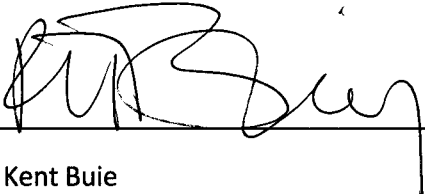
Section 13.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these

Bylaws, the Declaration shall control. Notwithstanding anything else herein, the Declarant may unilaterally, without the consent or vote of any Director, Trustee, Officer, or Lot Owner amend these Bylaws without any voting formality during the Declarant Control Period.


ARTICLE XIV. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

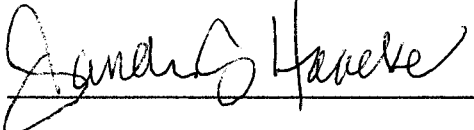
EXECUTED this 23 day of MAY, 2018 by the Board of Trustees of the Saint Prex Estates Owners Association, Inc., appointed by the Declarant.



R. Kent Buie



Eldon Haacke



Sandra Haacke