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Santaquin UT 89655

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK SUMMIT

ENT 59580:2004 PG 1 of 15
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 May 25 10:18 am FEE 62.00 BY LJ
RECORDED FOR SANTAQUIN CITY CORPORATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Oak Summit, hereinafter referred to as the "Declaration" is made and adopted this 10th day of March, 2004 by Black Hawk LLC, a Utah Limited Liability corporation, hereinafter referred to as the "Declarant".

Declarant is the owner in fee of real property of Utah County, State of Utah, more particularly described as Exhibit "A", attached hereto and by this reference made a part hereof, and is in process of and will be developed as a Single Family Lot Subdivision. To assure that the land set apart for the designated as Oak Summit development, hereinafter referred to as the "project" will be developed in a manner consistent with high aesthetic and architectural standards, with the declared intention of creating a pleasant and attractive residential environment. Declarant desires to provide for preservation of the values and amenities on said property. To this end, and for the benefit of the entire Property, the Declarant desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

This Declaration, upon recordation in the office of the Utah County Recorder, shall be binding on all lessees, tenants and successors in interest of Declarant. Declarant desires to develop the Property in individual parcels (hereinafter referred to as "lots") each of which shall be subject to this Declaration compliance with the covenants, conditions, restrictions and reservations herein set forth may be enforced through appropriate action by Declarant, any successor in interest, and the Association (as hereinafter defined) and by any entity having rights to possession of any portion of the property described in Exhibits "A", "B" and "C". These conditions, covenants, restrictions and reservations shall run with the land and be binding upon all successors in interest of Declarant and shall inure to the benefit of the Declarant, the Association and any occupants of Oak Summit. Specific authority to enforce this document is given to the Declarant, and the Oak Summit Homeowners Association which will be organized pursuant hereto.

In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorney's fees of the party or parties for whom judgment is entered in such amount as may be filed by the court in such proceeding.

This Declaration has been developed pursuant to the standards and conditions of the applicable Santaquin City Ordinances.

ARTICLE I

Definitions

The following terms used herein shall have the following meanings:

1. "Board" shall mean the governing board of the Oak Summit Property Owners Association as defined in Article II, sections 1 and 2 hereof.
2. "Building" shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all projections or extensions thereof, including but not limited to, garages, outside patios, storage buildings, canopies, pet enclosures, and enclosed porches.
3. "Declarant" shall mean Black Hawk LLC, Inc., or its successors and assigns, if such successors and assigns are the Owner or Owners of any portion of the Entire Property and/or are designated by the Declarant to perform the obligations of Declarant hereunder.
4. "Developer" shall mean any person who builds upon any lot or parcel of land within the project.
5. "Improvements" shall mean and include, but not be limited to, buildings, out buildings, driveways, curbs, gutters, sidewalks, exterior lighting, fencing, landscaping, lawns, loading areas, parking areas, retaining walls, roads, screening walls, signs, utilities, walkways, berms and swells all of which are located on a lot. Improvements shall include ponds and streams or any portions thereof located on or within a Parcel.
6. "Land Areas" shall mean the Entire Property referred to except dedicated rights-of-way, parks, trails and open space deeded to Santaquin City.
7. "Landscaping" shall mean a space of ground covered with lawn, ground cover, shrubbery, trees and the like which may be complemented with earth berms, masonry or similar materials, all harmoniously combined with themselves and with other improvements.
8. "Occupant" shall mean an entity, whether it be an individual, partnership or association, which has purchased, leased, rented or otherwise legally acquired the right to occupy and use any building or lot, whether or not such right is exercised.
9. "Owner" shall mean the recorded owner, whether one or more persons or entities, of fee simple title to any lot or parcel which is part of the Entire Property (or in the event of a sale-leaseback transaction involving any lot, the lessee or lessees thereunder), but excluding those having such interest solely as security for the performance of an obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

10. "Lot" shall mean any parcel of land shown upon any recorded Record of Survey Map of the Entire Property, except dedicated public rights-of-way, parks, trails and open space deeded to Santaquin City.

11. "Lot Improvements" shall mean the term Improvements as defined in the Declaration, except buildings, out buildings, load areas, placed or constructed by an Owner.

12. "Set Back" shall mean the distance from the property line of the lot to the improvement that is subject to the Set Back requirement as required by Santaquin City Planned Development and Subdivision ordinance.

ARTICLE II

Architectural and Development Controls

There is hereby established for the purpose of enforcement of this Declaration the Oak Summit Property Owners Association hereinafter referred to as the "Association", which shall have and enjoy the following authority and responsibilities:

1. Authority: The Association is established for the purpose of enforcing this Declaration and to assure continuity in the development of the project, to oversee all architectural design standards, to provide for site development and environmental control within the project according to established standards and to protect the natural vegetation on the project whenever possible.

2. Responsibilities: In addition to other duties described elsewhere in this Declaration, the Association is charged with the responsibility of promptly review any project or development within the project and to not unreasonably withhold approval if the same conforms to this Declaration. The affairs and business of the Association shall be governed by its board (the "Board") of trustees, which Board shall consist of three persons. The Board Members shall initially be appointed by Black Hawk LLC. The first Board members shall serve for a term of no less than five years and no more than ten years. The length of this first term shall be determined at the sole discretion of Black Hawk LLC. After the first term, and every following year, the nomination and election meeting shall be held on or before July 1 for the purpose of electing Board members.

3. Ownership Voting: Each Lot Owner within the project shall exercise voting power equal to one vote for each lot owned. Each Owner may elect to exercise the voting power referred to above or may in writing authorize one other owner to act as the Owner's agent for the purpose of elections.

4. Compensation and Assessments: Members of the board shall serve without compensation but may be reimbursed actual expenses incurred on behalf of the Association or the Board. The Board may assess Owners within the Project, on a pro rata basis, sufficient funds annually to cover the necessary expenses of the Association and the Board, including all costs and expenses of legal actions necessary to enforce this Declaration. Any assessment made under this section not paid when due shall constitute a lien when notice of delinquency thereof is filed with the County Recorder against the described property of the delinquent Owner.

5. Submission Process: (a) Any improvement of any property within the Project shall be submitted to the Board for approval prior to application for any building permit. Likewise, any landscaping of a lot and any alteration of existing facilities shall be submitted. All such submissions, both preliminary and final, shall be made in accordance with the Development Guidelines for the project, which Guidelines are incorporated herein by the reference.

(b) Within a reasonable time following submission, the board shall review the submission and may require additional maps, data or information applicable.

(c) Any failure to submit to the Board anticipated development plans shall constitute a prima facie violation of this Declaration and shall be the proper subject for injunctive relief or other appropriate court action, including the assessment of costs and attorney's fees.

6. Approval Process: (a) The Developer or Owner shall submit preliminary plans and specifications for its project, together with appropriate plats, maps, dimension drawings and other data sufficient to adequately disclose the scope of the proposed development. Such materials shall be submitted to the Board through the Declarant. Such designs, plats, drawings and specifications shall comply with the Development Guidelines adopted by the Board.

(b) The submitted document shall be reviewed by the Board and within thirty (30) working days shall either be approved or disapproved, provided, however, that if additional information is requested by the board the approval date will be extended accordingly. Upon approval, the Developer or Owner shall then proceed to the final construction drawings stage.

(c) Upon approval of the preliminary plans and specifications, the Developer or Owner shall proceed to prepare final construction plans and specifications in accordance with the Development guidelines. At the time the final plans and specifications are presented to the City for building permits, the Owner or Developer shall submit copies of the same to the Board which shall once again have thirty (30) days to either approve or disapprove the same; provided, however, that if additional data is required, such time period may be extended at the option of the Board.

(d) The Board shall have the right and authority to monitor construction of the project to see that compliance with this Declaration is achieved and shall notify Developer or Owner in writing of any failure to comply in a timely manner.

(e) Within thirty (30) days the Board shall act upon any duly presented Application. Action shall be constituted by approval, denial or continuance of the Application. No owner may proceed to the next phase or stage of the construction plan unless approval has been granted for the previous stage.

(f) Notwithstanding any provisions of this Declaration or any Supplemental Declaration to the contrary, the Owner, in addition to any other requirement otherwise imposed, must comply with any and all applicable city, county or state rules, ordinances and regulations to satisfy the approved provisions hereof.

7. Basis for Approval: (a) Approval by the Board shall be based upon compliance with the Development Guidelines, and any applicable building codes or other regulations.

(b) The Board may take into account aesthetic considerations and may impose necessary conditions to approval based upon the same.

(c) The Board may consider any possible impact of the proposed development on adjacent property and may impose necessary conditions to approval based upon the same.

8. Development Guidelines: (a) The board shall adopt such Development Guidelines as it deems necessary to inform Owners of the standard which will be applied in approving or disapproving proposed construction.

(b) Such Development Guidelines may amplify but may not be less restrictive than the regulations and restrictions stated in this Declaration and shall be binding upon all Owners of Lots within the Entire Property; provided, however, that such Owners may modify such Guidelines as set forth in Article II, Section 26 hereof.

(c) Such Development Guidelines shall specifically state the rules and regulations of the Board with respect to the submission of plans and specifications for approval, the time or times within which such plans or specifications must be submitted, and may state such other rules, regulations, policies, and recommendations which the Board will consider in approving or disapproving proposed construction of or alterations to buildings.

9. Liability of the Board: Neither the Board nor any member, agent or employee thereof shall be liable to any Owner, Developer or tenant or to anyone submitting plans for approval or to any other party by reason of mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any development plans or for any other action in connection with the Board's duties hereunder. Likewise, anyone submitting plans to the Board for approval by submitting such plans, and any person when he becomes an Owner, Developer or tenant, agrees not to bring any action or suite to recover any damages against the board, any member, employee or agent of the Board.

10. Declarant's Obligation: Declarant hereby covenants in favor of each Owner that all Improvements erected by it shall be architecturally compatible with respect to one another, with this Declaration, and with the Development Guidelines.

11. Design Review: The external appearance and siting of Improvements are of primary concern to the Board. Informal conferences prior to design are strongly recommended and at least the following material will be required in connection with any submittal to the Board:

(a) Site plan, including roads, parking, driveways, loading and maneuvering areas, external lighting, utility and utility easements, grading (including a plan showing existent grades), and irrigation and planting plans, proving compliance with the Development Guidelines.

(b) Floor plan, cross sections and elevations of all sides of the buildings or improvements including external screening.

(c) Samples of materials proposed for all external surfaces including colors and textures, which will be reviewed by the Board for environmental compatibility with the surrounding area and the intent of this Declaration.

(d) Building Design: To maintain a degree of protection to the investment which homeowners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

12. Residential Area Covenants:

(a) Land Use and Building Type: No lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling. All dwellings must be constructed on-site and no modular, manufactured or other form of off-site dwelling construction will be allowed.

(b) Dwelling Size: Each finished dwelling must meet or exceed the following minimum living area sizes:

1. Single story homes shall not be less than 1200 square feet within the outside perimeter of the main structure, excluding garages, porches, verandahs, carports, patios, etc.

2. Two story homes shall not be less than 1200 square feet excluding garages, porches, verandas, carports, patios, etc. and shall include not less than 1000 square feet on the main floor.

13. Split level homes shall not be less than 1200 square feet excluding garages, porches, verandas, carports, patios, etc. and shall include not less than 1200 square feet of floor area above finished grade. Finished grade is defined by Santaquin City Land Use and Development Management code as:

i. For buildings fronting one street only, the elevation of the sidewalk or center line of street, whichever is higher, at right angles to the mid-point of the fronting walls.

ii. For buildings fronting more than one street, the average of the elevation of the sidewalk or center line of the street, at right angles to the mid-point of the fronting walls.

(c) Garages: Each dwelling is to be provided with a two (2) car enclosed garage as a minimum. Garages may be attached or detached. Where possible, a side entry, detached or rear loading garage are encouraged to present a varied stereoscope.

(d) Driveways: No shared driveways shall be permitted.

(e) Roof Type: The roof material shall be a minimum 20-year, fire resistant, architectural grade (subject to Board approval for color and grade).

(f) Roof Pitch: Roofless shall be according to the following restrictions:
(1) Single story homes shall have a minimum roof pitch of 6 in 12; (2) Split level and two-story homes shall have a minimum roof pitch of 4 in 12.

(g) Exterior Building Materials:

(i) All structures shall be built with masonry, brick, stucco, cement fiber board, decorative shingle panel, or stone, or other similar materials as defined by the Board.

(ii) Examples of material types and colors shall be submitted to the Board for review and approval. Exterior material colors shall be earthtones and selected as not to be distracting or unique.

(h) Exterior Building Elevations: Dwelling elevations shall vary from lot to lot and no elevation (including mirrored elevations) shall be duplicated on adjacent lots having common side lot lines, or lots on opposite sides of the road which have common frontage.

(i) Landscaping: All landscaping must meet the following criteria:
1. Each lot front, side or rear setback which is visible from the roadway shall be landscaped by the title-holder within one year of the issuance of a certificate of occupancy. Landscape shall include at a minimum:

- 1) Final grading of lot
- 2) Installation of three (3) 2" caliper trees
- 3) Installation of seven (7) two-gallon minimum shrubs.
- 4) Decorative rock or grass.
- 5) All grass and irrigated trees and shrubs to be provided with an automatic sprinkling system.

2. In order to assure uniformity of street appearance, no trees are to be planted upon property on the street side of any sidewalks without specific approval of Santaquin City, and the Board.

The following trees, because of their desirable characteristics, are recommended in the Oak Summit Subdivision.

Popular or Common Name:

Tree of Heaven
American Plane Tree
Lace Leaf Poplar
Silver Leaf
Bolleana Poplar
Narrow-leaf Poplar
Carolina Poplar
Fremont's Poplar
Lombardy Poplar
Black Locus
Siberian Elm

(j) Fencing

a. All fencing must be approved by the Board prior to construction. The use of semi-private, lattice or decorative type vinyl fencing is encouraged.

b. No fence, wall, hedge or other dividing structure shall be permitted within the front yard setback. No fence, wall, hedge or other dividing structure on any other portion of the lot shall be over 6 feet high.

c. Chain link fencing shall NOT be allowed, other than for dog runs. No dog runs shall be placed as to be visible from the roadway.

(k) Ingress/Egress: No lot within the subdivision shall be used for the temporary or permanent purpose of ingress and/or egress to another property inside or outside of this subdivision, other than access easement to the City water tank, parks, trails, or other open space.

(l) Building: No building, structure, or fences of any kind shall be constructed until a building permit is issued by Santaquin City and approval is granted by the Board, at which time construction of the home shall begin.

(m) General: Prior to construction, the lot owner shall be responsible for clearing weeds and debris.

(n) Vehicles, RV's, Trailers: Parking and use of recreational vehicles shall be controlled according to Santaquin City Ordinance. In addition to the City Ordinance, boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets. Boats, trailers, other recreational vehicles, large trucks or commercial vehicles parked on any lot shall not be parked inside the front yard set-back, or it shall be screened from view with an approved fence according to 13 j of this document or other sight obscuring structures approved by the Board.

(o) Storage Tanks: No tank for the storage of fuel is allowed within the development.

(p) Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as shown on the Final Subdivision Plat.

(q) Site Materials: No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and has received a building permit. All materials shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line. Once occupancy is granted all the remaining materials shall be removed.

(r) Easements: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone and other utility lines must be run underground.

(s) Animals: Keeping of animals, other than those ordinarily kept as family pets, shall be forbidden.

(t) Nuisances: Any noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(u) Signs: No signs, billboards nor advertising structures may be erected or displayed on any lots thereinbefore described, or parts or portions thereof, except as approved by Santaquin City Code. In addition, no sign greater than 2x3 feet in size advertising a specific dwelling for sale or rent, or construction sign may be displayed on the premises affected; other than the Declarant exemption under Article II, Section 17b, of this document.

(v) **Trash:** No trash, ashes nor any other refuse may be dumped or thrown on any lot thereinbefore described, or any part or portion thereof. All homes must subscribe to city garbage service.

(w) **Temporary Structures:** No structure of a temporary character, for example, a trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

(x) **Relocated Building and Modular Homes:** No building which was formerly located in another site shall be moved on to a lot in this project. Also, modular homes are restricted from being placed on a lot in this project.

(y) **Satellite Dishes and Antennas:** No satellite dishes or antennas shall be placed in the front setback or areas visible from the roadway. Any roof-mounted antenna or equipment is to be placed behind the roof ridgeline so as not to be visible from the roadway.

(z) **Swamp Coolers:** Any roof-mounted equipment shall be placed behind the roof ridgeline so as not to be visible from the roadway.

13. **Construction Damage:** The individual lot owner will be responsible for any damage to lot improvements occurring during construction of the dwelling. Following construction, the lot owner must repair improvements to Santaquin City standards. Lot improvements include all Declarant and developer installed improvements such as asphalt roadway, curb, sidewalk, water system, sewer system,

14. **Special Assessments:** (1) The Board may levy, in any year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of enforcement of this agreement.

(2) **Owner's Liability for Payment of Assessments and Liens:** The Declarant, for each Lot owned within the property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Board the assessments described in subsections 14 of this Section. Such assessments, together with interest, costs, and reasonable attorneys' fees, shall be charged on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such property or Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

(3) **Date of Commencement and Notice of Assessments:** The assessments provided for herein shall commence as to all Lots on the first day of the month following the date of recording of any Record of Survey map. Written notice of the assessment shall be sent to every Owner subject thereto. At the end of the first year, the Board shall determine the exact cost of operation and enforcement described herein and shall charge or credit each Owner in the next assessment for the difference between the actual expense and the estimated expense.

(4) Certificate of Assessment: The board shall; upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Board setting forth whether the assessments on a specified Lot have been paid and said certificate may be conclusively relied upon by the party requesting the same.

(5) Effect of Nonpayment of Assessments, Remedies: Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at twelve (12%) percent over the highest prime interest rate charged by Zions First National Bank, during the period such assessment remains unpaid. The Board may bring an action at law against the Owner personally obligated to pay the same, enforce any such judgment against the Owner, and/or foreclose the lien against the property or Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of a Lot.

(6) Subordination of the Lien to Mortgages and Deeds of Trust: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgages and Deeds of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgages and Deeds of Trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer but shall not extinguish the liability of the Owner thereof. No other sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

15. Utility Connections: All utility lines, connections and installations must be underground and rise within the building. Any external transformers, and similar apparatus must be at ground level or below with approved screening for ground level installations.

16. Buildings: (a) All buildings must be designed by licensed architects and conform to all applicable codes.

(b) Location of Buildings and setback requirements on any Lot shall conform to Santaquin City Planned Development and City Ordinances.

17. Limitation of Restrictions on Declarant: (a) Declarant's Work: Declarant is undertaking the work of developing the Project and improvements of individual lots. The completion of that work and the sale, of said Lots is essential to the establishment and welfare of the Property as a Project.

(b) Declarant's Exemptions: In order that said work may be completed and Property be developed, nothing herein shall: 1. Prevent Declarant, its contractors, or subcontractors, from going on the Property or any Lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or 2. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing the Property as a single family Subdivision and disposing of platted Lots in the project by sale, lease or otherwise; or, 3. Prevent Declarant from maintaining such sign or signs on any part of the Entire Property as may be necessary for the sale, lease, or disposition thereof.

ARTICLE III

General Provisions

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

2. **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. **Duration:** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years, to a maximum of 99 years unless terminated at the end of any such period by vote of the Owners as set forth in Section (d) of these General Provisions.

4. **Modifications, Consents, Termination's and Amendments:** Any: (1) modification or amendments to the Development Guidelines; (2) termination of this Declaration (as set forth in subsection (c) of this Section, General Provisions; or (3) amendments of this Declaration shall take place only by the affirmative vote of sixty-seven percent (67%) of all votes described in Article II, Section 3 hereof. Any termination of or amendments to this Declaration must be recorded.

5. **Supplemental Declarations:** Notwithstanding any other provisions of this declaration to the contrary, Declarant expressly reserves the right to record such Supplemental Declarations with respect to the Property, or any portion thereof, as it deems in its discretion to be necessary or desirable. Such Supplemental Declarations may be more restrictive than this Declaration without otherwise invalidating the application of this Declaration to portions of the Entire Property not otherwise subject to such Supplemental Declarations.

6. **No Severance of Right From Ownership of a Lot:** No purchaser or Owner of any Lot shall convey his interest under this Declaration in the Association formed pursuant to the provisions hereof, and no member of the Association shall convey, transfer, sell, assign or otherwise dispose of his membership rights in said Project without at the same time conveying, selling and transferring his interest in the Lot to which his membership attaches, and the membership shall be transferred only to a new owner or purchaser of the Lot to which membership is attached.

7. Santaquin City Requirements: These Covenants, Conditions and Restrictions are intended to act in addition to the existing or future zoning or subdivision requirements of Santaquin City. No statement within this document is intended to circumvent any Santaquin City requirements. Although an approval letter from the Board is required prior to a building permit application, issuance of building permits is solely controlled by Santaquin City.

8. Miscellaneous: The Captions which precede the Articles, Sections, and Subsections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

DATED at Santaquin, Utah, this 10th day of March 2004

DECLARANT:
Black Hawk LLC


By 
for and on behalf of Oak Summit

Exhibit A

OAK SUMMIT ~~AD~~ BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS, 649.83 FT, S 89°40'42" E FROM THE SOUTHWEST CORNER OF SECTION 6, T 10 S, R 2 E, SLB&M THENCE N 00°24'21" W, 1138.55 FT: THENCE WEST 23.84 FT: THENCE N 00°00'09" W, 129.99 FT: THENCE EAST 38.36 FT: THENCE NORTH, 1068.37 FT: THENCE N89°00'02" E 562.21 FT: THENCE NORTH 23.73 FT: THENCE S 89°59'49" E, 1432.53 FT: THENCE S 00°14'14" E, 2389.68 FT: THENCE N 89°32'07" W, 2011.05 FT TO THE POINT OF BEGINNING.
CONTAINING 109.20 ACRES.

|| ENT 59580:2004 PG 15 of 15