

**RECORDING REQUESTED BY:**

FIRST AMERICAN TITLE INSURANCE COMPANY

ENT 6143:2003 PG 1 of 11  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Jan 14 11:49 am FEE 131.00 BY SS  
RECORDED FOR MOUNTAIN HOME DEVELOPMENT

**WHEN RECORDED, MAIL TO:**

②

MOUNTIAN HOME DEVELOPMENT CORPORATION  
1520 W. 3600 N.  
LEHI, UT 84043

---

*(Space Above for Recorder's Use)*

**Supplemental Master Declaration  
of Covenants, Conditions, Restrictions and  
Reservation of Easements  
For Traverse Mountain  
Heather Moor**

**Supplemental Master Declaration  
of Covenants, Conditions, Restrictions and  
Reservation of Easements  
For Traverse Mountain  
Heather Moor**

ENT 6143:2003 PG 2 of 11

---

This Supplemental Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain ("**Supplemental Declaration**") is made by **IRC/TRVERSE-KEY, INC.**, a Utah corporation ("**Neighborhood Builder**"), and **MOUNTAIN HOME DEVELOPMENT, CORPORATION**, a Utah corporation ("**Declarant**"). Unless otherwise indicated, all capitalized terms used in this Supplemental Declaration are given the same meanings as in the Master Declaration defined in the Preamble of this Supplemental Declaration. This Supplemental Declaration shall be interpreted according to the rules established in Section 1.69 of the Master Declaration except that references in this Supplemental Declaration to Sections and Exhibits are to Sections of and Exhibits to this Supplemental Declaration.

**P R E A M B L E:**

A. On August 29, 2001, Declarant executed a Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain which was Recorded on August 31, 2001, as Entry No. 88405:2001, and amended by a First Amendment thereto, Recorded on August 12, 2002, as Entry No. 92301:2002, both in the Official Records of Utah County, Utah ("**Official Records**"), which may be further amended and restated (collectively, the "**Master Declaration**"). The Master Declaration is binding upon all Owners of Lots and Condominiums in the master planned development known as Traverse Mountain ("**Properties**").

B. Neighborhood Builder is the record owner of certain real property ("**Residential Property**") in Lehi City, Utah County, Utah, described on **Exhibit "RA."** The Residential Property is referred to in this Supplemental Declaration as "Heather Moor."

C. Heather Moor is part of the Annexable Territory defined in Section 1.2 of the Master Declaration.

D. Declarant is the Declarant defined in Section 1.21 of the Master Declaration. Neighborhood Builder is a Neighborhood Builder as defined in Section 1.49 of the Master Declaration. Neighborhood Builder wishes to add Heather Moor to the Properties in accordance with Article XVI of the Master Declaration and impose the restrictions contained in the Master Declaration and this Supplemental Declaration on Heather Moor.

THEREFORE, DECLARANT AND NEIGHBORHOOD BUILDER DECLARE AS FOLLOWS:

1. **Designation of Neighborhood Builder.** Declarant designates Neighborhood Builder as a "Neighborhood Builder" defined in Section 1.49 of the Master Declaration. Declarant and Neighborhood Builder agree that Neighborhood Builder (i) may exercise all of the powers and exemptions of a Neighborhood Builder under the Master Declaration, and (ii) is responsible for performing all duties of a Neighborhood Builder under the Master Declaration.

2. **Annexation.** Neighborhood Builder and Declarant declare that Heather Moor is added to and made a part of the real property subject to the Master Declaration, as a Phase of the Properties. This Supplemental Declaration is a "Supplemental Declaration" defined in Section 1.64 of the Master Declaration Recorded in compliance with Article XVI of the Master Declaration.

3. **Residential Area.** The Residential Property is designated as a portion of the Residential Area, defined in Section 1.62 of the Master Declaration. All Owners of Lots in Heather Moor shall automatically become Members of the Master Association.

4. **Common Area.** There is no Common Area in Heather Moor.

5. **Special Benefit Area.** Heather Moor is not part of a Special Benefit Area.

6. **Neighborhood.** The Residential Property shall be a portion of the Heather Moor Neighborhood, which is a Neighborhood as defined in Section 1.47 of the Master Declaration. The Heather Moor Neighborhood shall be composed of all of Lot No. 4 of Plat "A" that is annexed to the Properties.

The Neighborhood Representative and alternate shall be selected as provided in Section 4.5.1 of the Master Association Bylaws and shall serve the terms in accordance with Section 4.5.2 of the Bylaws.

7. **Assessment Obligations.** The rights and obligations of all Owners of Lots located in Heather Moor with respect to assessments are as set forth in the Master Declaration and this Supplemental Declaration. All assessments provided for in the Master Declaration shall commence as to Lots in Heather Moor on the day of the first Close of Escrow for the sale of a Lot in Heather Moor.

8. **Amendment and Duration.** This Supplemental Declaration may be amended in accordance with Sections 16.4.1 and 16.4.2 of the Master Declaration. The Board may also amend this Supplemental Declaration to (i) conform to applicable law, (ii) correct typographical errors, and (iii) change any exhibit or portion of an exhibit to conform to as-built conditions. So long as Declarant or a Neighborhood Builder owns any portion of the Properties or the Annexable Area, any amendment adopted by the Board must also be approved by the Declarant. After the first Close of Escrow in Heather Moor, all other amendments to this Supplemental Declaration must be made by complying with the requirements of Section 14.2 of the Master Declaration. Unless amended or

terminated, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

9. **Equitable Servitudes and Covenants Appurtenant.** This Supplemental Declaration and the Master Declaration are imposed as equitable servitudes upon Heather Moor and each Lot therein, as a servient tenement, for the benefit of each and every other Lot and Condominium within the Properties and the Master Association Property, as the dominant tenements. The covenants, conditions and restrictions of this Supplemental Declaration and the Master Declaration shall run with, and shall inure to the benefit of and shall be binding upon all of Heather Moor, and shall be binding upon and inure to the benefit of all Persons having, or hereafter acquiring, any right, title or interest in all or any portion of Heather Moor, and their successive owners and assigns.

10. **Governing Documents.** This Supplemental Declaration is Recorded pursuant to Article XVI of the Master Declaration, is a part of the Governing Documents, and may be enforced as provided in the Master Declaration.

11. **No Representations or Warranties.** No representations or warranties, express or implied, have been given or made by Declarant, the Neighborhood Builder, Master Association or their agents in connection with the Properties, its physical condition, zoning, compliance with laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a master planned community, except as provided in this Supplemental Declaration or the Master Declaration, provided by Neighborhood Builder to the first Owner of a Lot.

*[Signatures on following page]*

This Supplemental Declaration has been executed on October 7, 2002, to be effective as of the date of its Recordation.

MOUNTAIN HOME DEVELOPMENT,  
CORPORATION, a Utah corporation

By: [Signature]

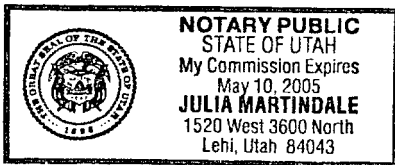
Print Name: Stephen L. Christensen

Title: President

“Declarant”

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2002, by **STEPHEN L. CHRISTENSEN**, an individual residing in the State of Utah, as the President of MOUNTAIN HOME DEVELOPMENT CORPORATION, a Utah corporation. Said **STEPHEN L. CHRISTENSEN** acknowledged before me that he executed the foregoing on behalf of MOUNTAIN HOME DEVELOPMENT, CORPORATION, a Utah corporation.



[Signature]  
Notary Public

Residing at: Lehi, Utah

My Commission Expires: May 10, 2005

IRC/TRVERSE-KEY, INC. a Utah corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*"Neighborhood Builder"*

STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, an individual residing in the State of Utah, as the authorized representative of IRC/TRVERSE-KEY, INC., a Utah corporation. Said \_\_\_\_\_ acknowledged before me that he executed the foregoing on behalf of IRC/TRVERSE MOUNTAIN, INC., a Utah corporation.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



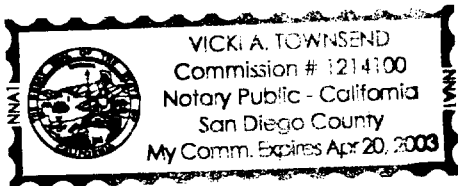
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Diego } ss.

On October 3, 2002, before me, Vicki A. Townsend, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Thomas P. Dobron,  
Name(s) of Signer(s)

- personally known to me
- ~~proved to me on the basis of satisfactory evidence~~

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Vicki A. Townsend  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Supplemental Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements Traverse Mtn. - Heather Moor

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

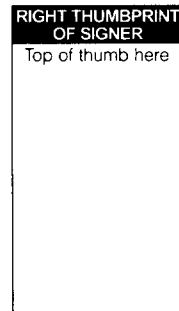
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

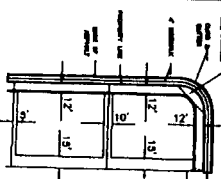




**EXHIBIT "RA"**

ENT **6143:2003** PG 9 of 11

See the lots marked Lots 1 through 99 on the attached Plat Map for Plat "A" Lot 4.



URBAN WILDLAND INTERFACE

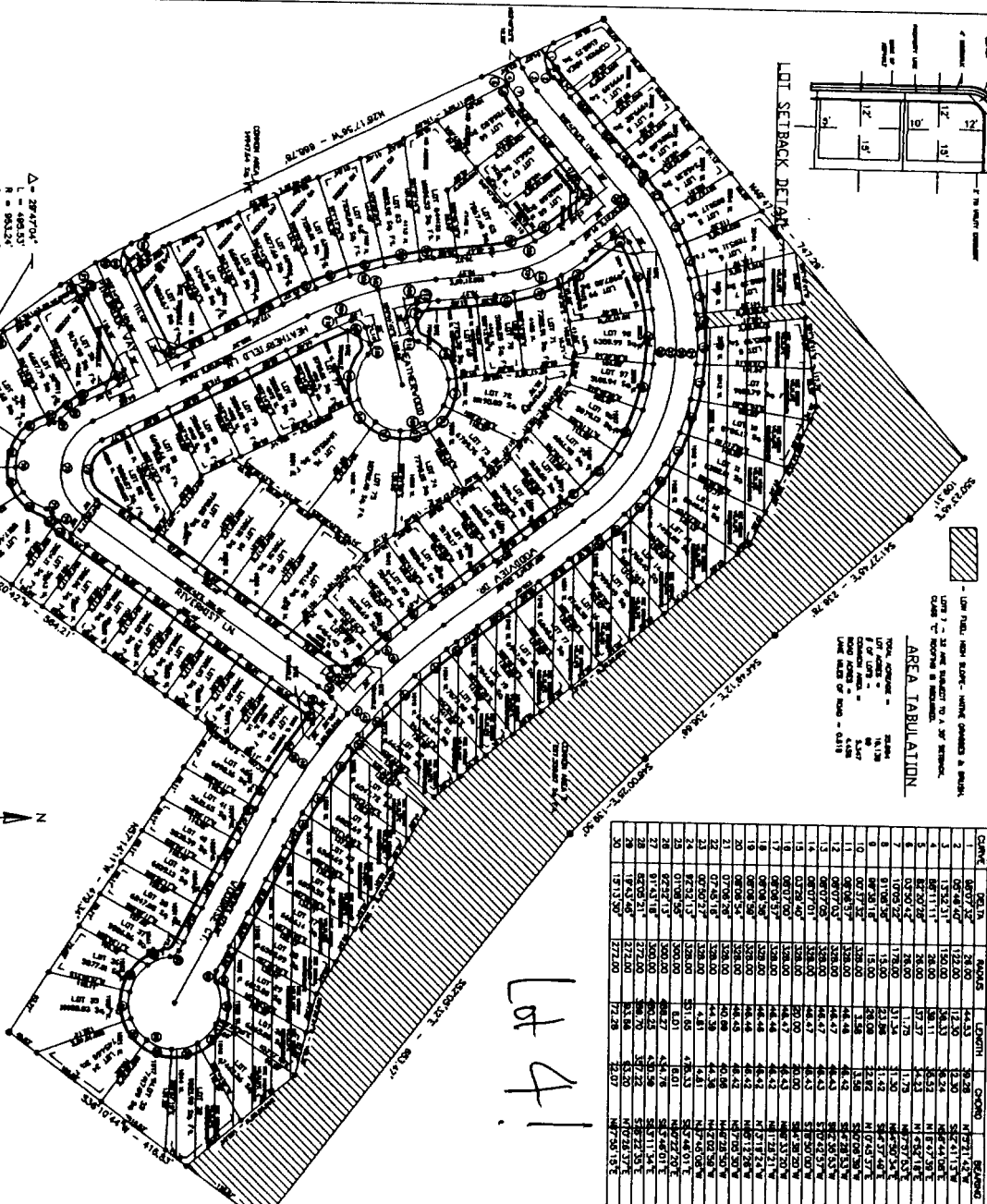
AREA TABULATIONS

CURVE	NO. OF LOTS	AREA (SQ. FT.)	PERCENTAGE
1	1	12,000	1.20
2	1	15,000	1.50
3	1	18,000	1.80
4	1	21,000	2.10
5	1	24,000	2.40
6	1	27,000	2.70
7	1	30,000	3.00
8	1	33,000	3.30
9	1	36,000	3.60
10	1	39,000	3.90
11	1	42,000	4.20
12	1	45,000	4.50
13	1	48,000	4.80
14	1	51,000	5.10
15	1	54,000	5.40
16	1	57,000	5.70
17	1	60,000	6.00
18	1	63,000	6.30
19	1	66,000	6.60
20	1	69,000	6.90
21	1	72,000	7.20
22	1	75,000	7.50
23	1	78,000	7.80
24	1	81,000	8.10
25	1	84,000	8.40
26	1	87,000	8.70
27	1	90,000	9.00
28	1	93,000	9.30
29	1	96,000	9.60
30	1	99,000	9.90

CURVE TABLE

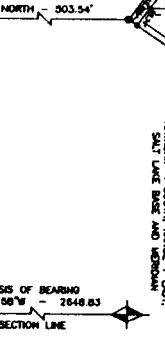
CURVE	NO. OF LOTS	AREA (SQ. FT.)	PERCENTAGE
1	1	12,000	1.20
2	1	15,000	1.50
3	1	18,000	1.80
4	1	21,000	2.10
5	1	24,000	2.40
6	1	27,000	2.70
7	1	30,000	3.00
8	1	33,000	3.30
9	1	36,000	3.60
10	1	39,000	3.90
11	1	42,000	4.20
12	1	45,000	4.50
13	1	48,000	4.80
14	1	51,000	5.10
15	1	54,000	5.40
16	1	57,000	5.70
17	1	60,000	6.00
18	1	63,000	6.30
19	1	66,000	6.60
20	1	69,000	6.90
21	1	72,000	7.20
22	1	75,000	7.50
23	1	78,000	7.80
24	1	81,000	8.10
25	1	84,000	8.40
26	1	87,000	8.70
27	1	90,000	9.00
28	1	93,000	9.30
29	1	96,000	9.60
30	1	99,000	9.90

CURVE TABLE

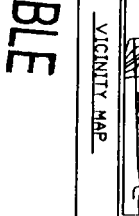


NOTES

- 1. THIS PLAN IS SUBJECT TO THE GENERAL ENGINEERING STANDARDS, SPECIFICATIONS, AND ALL OTHER APPLICABLE REGULATIONS OF THE BOARD OF ENGINEERS AND SURVEYORS OF THE STATE OF UTAH.
- 2. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO EVIDENCE OF HAZARDOUS MATERIALS OR CONTAMINATION.
- 3. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE NEARBY AREAS AND HAS FOUND NO EVIDENCE OF HAZARDOUS MATERIALS OR CONTAMINATION.
- 4. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE ADJACENT AREAS AND HAS FOUND NO EVIDENCE OF HAZARDOUS MATERIALS OR CONTAMINATION.
- 5. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE ADJACENT AREAS AND HAS FOUND NO EVIDENCE OF HAZARDOUS MATERIALS OR CONTAMINATION.



ORIGINAL NOT LEGIBLE



ACKNOWLEDGEMENT (CONTINUED)

STATE OF UTAH, COUNTY OF UTAH, CITY OF HEATHER MOOR, PLANNING COMMISSION APPROVAL.

**DEED**

**ACKNOWLEDGEMENT**

**ACCEPTANCE BY LEGISLATIVE BODY**

**PLANNING COMMISSION APPROVAL**

**HEATHER MOOR SUBDIVISION**

**A RESIDENTIAL SUBDIVISION**

**INCLUDING A VACATION TRAIL**

**PLAT "A", LOT 4**

Plot

SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

Lot 4  
I-5

Heather  
Moore

BOUNDARY DESCRIPTION

COMMENCING AT A POINT WHICH IS WEST 3465.71 FEET AND NORTH 503.54 FEET FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
ALONG AN ARC	495.53'	ALONG A 953.24' RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29° 47' 05", BEARING N41° 11' 27" W 489.97'; THENCE
N26° 17' 56" W	668.78	THENCE;
N49° 47' 52" E	747.29'	THENCE;
S50° 23' 45" E	109.31'	THENCE;
S41° 27' 45" E	236.78'	THENCE;
S44° 49' 12" E	236.66'	THENCE;
S46° 00' 25" E	139.50'	THENCE;
S52° 05' 32" E	653.47'	THENCE;
S36° 10' 44" W	416.83'	THENCE;
N57° 14' 11" W	479.34'	THENCE;
S35° 20' 42" W	564.21'	TO THE POINT OF BEGINNING.

AREA = 25.994 ACRES.

ENT 6143:2003 PG 11 of 11

BASIS OF BEARING N00° 17' 58" W ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN TO THE EAST 1/4 CORNER OF SAID SECTION.

DATE

SURVEYOR  
(SEE SEAL BELOW)

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF