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Parcel No(s).

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "**Declaration**") is made as of this 2nd day of April, 2021, by The Mapleton Preserve, L.L.C., a Utah limited liability company ("**Declarant**"). The Declarant is the successor in interest to The Preserve at Mapleton Development Company, LLC (the "**First Declarant**"). First Declarant created and caused to be recorded against various plats known generally and collectively as The Preserve at Mapleton Subdivision (the "Subdivision") that certain "Declaration of Protective Covenants For The Preserve at Mapleton Home Owners Association" originally recorded in the office of the Utah County Recorder on April 27, 2007, as Entry No. 61854:2007 (the "**2007 Declaration**"). Under Section 10.03 of the 2007 Declaration, "This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds of the voting interest, as defined in Section 4.04" Declarant, as owner of not less than two-thirds of the voting interests, has authority to amend the 2007 Declaration and does hereby amend the 2007 Declaration in its entirety. The entire 2007 Declaration is replaced with this Declaration.

The 2007 Declaration included reference to certain lots currently known, collectively, as "Perry Hollow" which are described in the attached Exhibit C (the "Perry Hollow Lots"). The Perry Hollow Lots appear to not have been owned by the First Declarant at the time of recording of the 2007 Declaration, and therefore the Perry Hollow Lots should not have been included in the original 2007 Declaration. The Perry Hollow Lots (as described in the attached Exhibit C) are hereby removed from the 2007 Declaration and are furthermore not subject to this new Declaration.

ARTICLE I **Definitions**

1.1 "**Additional Land**" means any land that may be annexed to this Declaration thereby expanding the community in the manner set forth in Article III.

1.2 "**Design Review Committee**" means the committee established by the Association for enforce the design and Design Guidelines of this Declaration and the Association.

1.3 "**Assessment**" means any charge imposed or levied by the Association on or against an Owner or Parcel pursuant to the terms of the Governing Documents or applicable law, including without limitation: (1) annual assessments; (2) special assessments; (3) individual assessments as set forth below; and (4) reinvestment fees provided by Section 7.10.

1.4 "**Association**" means The Preserve at Mapleton Home Owners Association, or any successor incorporated or unincorporated association of the Owners acting under this Declaration.

1.5 "**Board**" means the Board of Directors of the Association.

1.6 "**Bylaws**" means the Bylaws of the Association as they may exist and/or be amended from time to time.

1.7 "**Common Area**" means all real property within the Community outside of the Parcels.

1.8 "**Common Expenses**" means expenses of administration, maintenance, repair, or replacement of the Common Areas, and the expenses incurred by the Association in carrying out the responsibilities and duties mandated by the Governing Documents and the Act, including, without limitation, fulfilling all obligations of the Association under any agreements entered into by the Association.

1.9 "**Community**" means the real property located in Utah County, State of Utah, which property is described in the attached Exhibit A. The Community is generally known as The Preserve at Mapleton.

1.10 "**Community Association Act**" means the Community Association Act, Title 57, Chapter 8a of the U.C.A.

1.11 "**Community Wide Standard**" means the standard of conduct, maintenance, or other activity generally prevailing in the Community, as set forth in this Declaration, the Bylaws and as defined or determined by the Board from time to time.

1.12 "**Declarant**" means the party referenced in the first paragraph, and its successors or assigns ("Successor Declarants") that take title to any portion of the Community for the purpose of development and/or sale and who are designated as Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.13 "**Design Guidelines**" means certain Design Guidelines and related matters, such as construction rules, as adopted, updated or amended from time to time, by the Declarant first, or, upon commencement of active operation of the Association, by the Board.

1.14 "**Dwelling Unit**" means a single-family detached home constructed on a Parcel within the Community.

1.15 "**FHA**" means the Federal Housing Administration.

1.16 "**FHLMC**" means the Federal Home Loan Mortgage Corporation.

1.17 "**Fine**" means any charge levied against an Owner for violations of any of the Governing Documents. Fines shall be enforced and collected consistent with the Act and the Governing Documents, and may be collected as an unpaid assessment.

1.18 "**First Mortgage**" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

1.19 "**First Mortgagee**" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

1.20 "**FNMA**" means the Federal National Mortgage Association.

1.21 "**Governing Documents**" means any and all written instruments by which the Association may exercise powers or manage, maintain, or otherwise affect the Community, including Articles of Incorporation, Bylaws, Plat, this Declaration, rules and regulations, and architectural or design guidelines, and any amendment to any of the foregoing.

1.22 "**Improvement**" means any improvement now or hereafter constructed within the Community and includes anything that is a structure and appurtenances thereto of every type and kind,

including but not limited to any Dwelling Unit, clubhouse, building, shed, guest house, casita, pergola, hot tub, screening wall, accessory building, detached garage, radio or other antenna, fence, or wall.

1.23 "**Manager**" or "**Managing Agent**" means the person or entity retained by the Association to manage the Community according to the direction of the Board.

1.24 "**Mortgage**" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.25 "**Mortgagee**" means a beneficiary or holder of a Mortgage.

1.26 "**Municipal Authority**" means any applicable governmental entity or municipality that has jurisdiction over all or some part of the Community.

1.27 "**Occupant**" means any Person other than an Owner, who has actual use, possession or control of a Parcel Dwelling Unit or any portion thereof, or any other Improvement located within the Community.

1.28 "**Owner**" means one or more Persons who hold the record title to any Parcel, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. multiple Owners of a particular Parcel shall be jointly and severally liable as to all responsibilities and obligations of an Owner.

1.29 "**Parcel**" means one or more platted lots or parcels of land within the Community that is intended for sale and development as a Dwelling Unit.

1.30 "**Plat**" means any final approved subdivision plat recorded, or to be recorded, at the Recorder's Office of Utah County, state of Utah, relating to any of the Community, as may be amended from time to time.

1.31 "**Person**" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.32 "**Period of Administrative Control**" means the period during which the Declarant (or a successor in interest) retains authority to appoint or remove members of the Board and is the time between the date of recordation of this Declaration and the date on which administrative control of the Association is turned over to the Owners as provided below.

1.33 "**Record,**" "**Recording,**" "**Recorded**" and "**Recordation**" means placing or having placed an Instrument of public record in the official records of Utah County, Utah.

1.34 "**Regulated Modification**" means (without implication that any particular matter is permitted or prohibited by this Declaration) the commencement, placement, construction, reconstruction or erection of, or modification, alteration, or addition to, any building, structure, Improvement, thing or device, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing within the Community as of the date of establishment of the Regulated Modification, excluding any such matters or activities conducted by Declarant, but including by way of illustration and not of limitation:

1.34.1 any building, garage, porch, shed, bathhouse, swimming pool, hot tub, pool house, coop or cage, covered or uncovered patio, children's play fort or play set and any other recreational devices or equipment used outside of a Dwelling Unit, fence, wall or other screening device, curbing, paving, wall,

trees, shrubbery and any other landscaping, fountains, statuary, lighting fixtures, signs or signboard, or any temporary or permanent living quarters, and any other temporary or permanent modification or alteration;

1.34.2 any other building, structure, Improvement, thing or device, and any activities related thereto and any usage thereof, as specified from time to time by applicable Design Guidelines, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing in the Community.

1.34.3 any modifications to the structural, mechanical, or electrical elements, systems or components of a Dwelling Unit.

1.35 "***Rules and Regulations***" means those rules and regulations adopted by the Board from time to time that are deemed necessary or prudent by the Board for the enjoyment, operation or governance of the Community.

1.36 "***Single Family***" means a group of one or more Persons, each related to the other by blood, marriage or legal adoption, or, subject to Section 4.16, a group of persons not all so related, who maintain a common household in a Dwelling Unit and as otherwise defined by the Municipal Authority and applicable law.

1.37 "***Turnover Meeting***" means the meeting at which the Declarant turns over administrative control of the Association to the Owners pursuant to this Declaration, after expiration of the Period of Administrative Control.

1.38 "***U.C.A.***" means the Utah Code Annotated.

1.39 "***V.A.***" means the Veterans Administration.

ARTICLE II
Declaration

2.1 Declaration. All of the real property in this Community is and will at all times be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, the Governing Documents, and all agreements, decisions and determinations made by the Board or Association, which are for the purpose of protecting the desirability of and which will run with land and which will be binding on all parties having any right, title, or interest in the Community or any part thereof, their heirs, successors, successors-in-title, and assigns, and will inure to the benefit of each Owner. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and all other provisions of the Governing Documents of the Association. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Community and evidences his, her or its agreement that all the restrictions, conditions, covenants, Rules and Regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive and enforceable by the Declarant and all Owners. This Declaration must not be construed to prevent the Declarant from dedicating or conveying portions of the Community, including but not limited to streets or roadways, for uses other than as a Parcel or Dwelling

Unit subject to the provisions of this Declaration, or to prevent the Declarant from exercising those rights specifically reserved to itself within this Declaration.

2.2 Conflicts with Law. If there is any conflict between this Declaration and the requirements of the applicable ordinances of any Municipal Authority, the more restrictive provisions will control.

2.3 Readjustment of Parcel Boundaries. Declarant reserves the right to effectuate minor realignment and adjustment of the boundary lines between Parcels that are owned by Declarant and Declarant Affiliates for purposes of proper configuration and final engineering of the Community; provided that any such realignment and adjustment does not affect any existing Dwelling Unit or Improvement (other than landscaping) on the affected Parcel. The authority to realign and adjust such Parcel boundary lines shall be exclusively reserved to the Declarant and Declarant Affiliate, in their sole and reasonable discretion, subject to the other provisions of this Section 2.3. All Owners specifically acknowledge and agree that they will cooperate with Declarant to effectuate such minor realignment and adjustment of the Parcel boundary lines as reasonably requested by the Declarant such as through signing an amended plat effectuating the minor realignment and/or adjustment of boundary lines. Further, all Owners acknowledge and agree that no amendment to this Declaration or the Plat shall be required to effectuate any Parcel boundary line adjustments so long as such adjustments are made pursuant to applicable law. More particularly, boundary line adjustments between adjacent Parcels may be executed upon the approval of the appropriate Municipal Authority and upon recordation of an appropriate deed if:

- (a) No new Dwelling Unit or Improvement results from the Parcel boundary line adjustment and exchange of title;
- (b) The appropriate Municipal Authority and adjoining property Owners consent to the boundary line adjustment (such Owners' consent to be granted as described above);
- (c) The adjustment does not result in violation of applicable Municipal Authority zoning requirements; and
- (d) The appropriate Municipal Authority Records a notice of approval in accordance with applicable law.

2.4 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon or into any Parcel for the purpose of: (1) determining whether or not the Parcel is in compliance with the Governing Documents, (2) determining whether the use of the Parcel is causing damage or harm to the Common Areas, (3) removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Parcel in violation of this Declaration, or (4) performing maintenance referred to herein. Requests for entry under numbers (1), (2) and (3) shall be made in advance and at a time that is convenient to the Owner within 30 days of the request, or at a time designated by the Association if such time is more than 30 days from the request, except in the case of an emergency, when such right shall be immediate. No such entry or actions by the Association shall be deemed to constitute a trespass or otherwise create any right of action for damage or otherwise in the Owner of such Parcel. The Association will indemnify, defend, and hold the Owner harmless from and against all claims, damages, liabilities or actions arising out of the Association's entry upon or into any Parcel. The Association may not enter upon any property or Parcel owned by the Declarant for any reason without the express consent of the Declarant or Declarant Affiliate.

2.5 Utility Easements. The Association and any public or private utility provider shall have an easement through all Parcels and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary as determined by the Board. The Board may grant or create from time to time, on behalf of the Association and on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Area. Within any

easement, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Parcel and all improvements therein shall be maintained continuously by the person or entity responsible for maintenance of such Parcel in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Parcels and serving his or her Parcel.

2.6 Common Areas. Effective upon recording of the Plat and this Declaration, the Declarant quitclaims all of the Declarant's right, title and interest in and to the Common Areas to the Association, and the Common Areas shall be owned by the Association to the fullest extent permitted by applicable law, and to the extent not permitted by law, then the ownership of the Common Areas will be divided equally among the Parcels on the basis of one equal part per Parcel. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas subject to their compliance with the Governing Documents.

2.7 Expansion. Declarant reserves the right at its sole discretion to expand the Community to include additional land by unilateral action of the Declarant during the Period of Administrative Control. There are no limitations on the maximum or minimum amount of Additional Land which may be added. There may be more than one expansion and the expansion may be made as to any amount or in any order. Expansion shall occur by the Declarant recording: (1) an additional plat or plats creating additional phases for Parcels in the Community; and (2) a declaration of annexation which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a declaration of annexation, the property described therein shall be subject in all respects to this Declaration. The Declarant shall have the sole discretion as to the development of any common area in any expansion area and may (or may not) include any facilities or amenities thereon that Declarant deems necessary. Such common areas, if any, shall be managed by the Association.

ARTICLE III

Design/Architectural Standards

3.1 Design Review Committee. The Declarant has authority to appoint all members of the Design Review Committee at any time during the Period of Administrative Control. After the Turnover Meeting (at which the Period of Administrative Control will end), the Board will appoint the Design Review Committee members.

3.2 Design Guidelines. Each Dwelling Unit must be designed and constructed in accordance with the Design Guidelines as adopted/amended/modified by the Declarant initially or the Board once the Board becomes active. The Board has authority to amend the Design Guidelines at any time in the Board's discretion. The Board need not cause any amendment(s) to the Design Guidelines to be recorded in the public records; the Board need only adopt the amendment(s) and make them available upon request from an interested party. Notwithstanding anything herein to the contrary, however, during the Period of Administrative Control, no amendment to the Design Guidelines may be made or effective without the consent of the Declarant. IN ADDITION TO OTHER REMEDIES, THE DESIGN GUIDELINES MAY PROVIDE FOR A FINE OF UP TO \$5,000.00 AGAINST ANY OWNER AND PARCEL SUBJECT TO THIS DECLARATION FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DECLARANT OR FOR FAILURE TO COMPLY WITH ANY APPROVAL OF THE DECLARANT, OR MAY REQUIRE A SECURITY DEPOSIT TO ASSURE COMPLIANCE WITH APPLICABLE REQUIREMENTS. THE EXISTENCE AND/OR ENFORCEMENT OF A FINE IN NO WAY LIMITS, BARS, OR PROHIBITS ANY LEGAL OR EQUITABLE REMEDY AVAILABLE TO THE BOARD, THE ASSOCIATION, THE DECLARANT, OR ANY OTHER PARTY ENTITLED TO ENFORCE THE DESIGN GUIDELINES.

3.3 Submission of Plans Required. No Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Parcel unless and until complete plans and specifications have been submitted to and approved in writing to the Design Review Committee. In addition to any other applicable requirements per applicable Design Guidelines, any plans and specifications to be submitted must specify, in such detail and form as the Design Review Committee may reasonably require:

- (a) the location upon the Parcel where the Regulated Modification will occur or be placed;
- (b) exterior building elevations, including, the dimensions, nature, kind, shape, height, and color scheme of, and all materials to be used in connection with, the Regulated Modification;
- (c) appropriate information concerning grading, paving, decking and landscaping details;
- (d) other information, plans or specifications as may be requested or required by the Design Review Committee that in the sole opinion of the Design Review Committee is reasonably necessary to fairly and fully evaluate all aspects of the proposed Regulated Modification.

3.4 Manner and Effect of Adoption of Design Guidelines. The Design Guidelines are of equal dignity with, and shall be enforceable in the same manner as, other provisions of this Declaration, provided: (a) the Design Guidelines must not be deemed a waiver, modification, or repeal of any of the provisions of this Declaration; and (b) the Design Guidelines may not be enacted retroactively except that all repairs, modifications or maintenance performed subsequent to adoption shall be performed in such manner as to bring the Regulated Modification, so far as practicable, in compliance with all then applicable Design Guidelines.

3.5 Disapproval. The Design Review Committee will include aesthetic judgment in its decision-making process, and approval of submitted plans will not be required simply because the plans satisfy stated objective requirements. The Design Review Committee may disapprove any request for reasons, including, but not limited to the following: (i) failure to comply with the Design Guidelines; (ii) lack of sufficient information, plans or specifications as reasonably determined by the Design Review Committee to enable the Design Review Committee to fairly and fully evaluate the proposed Regulated Modification or the uses thereof; (iii) failure to include any information, plans or specifications as may be reasonably requested by the Design Review Committee; or (iv) the proposed plans are deemed not to be consistent, conflict, or contrary with the aesthetic of the Community. In the event of disapproval, the Design Review Committee will so notify the applicant in writing; and if disapproval is based on lack of sufficient information, plans or specifications, then the Design Review Committee will also notify applicant of the additional information, plans or specifications required.

3.6 Approval and Conditional Approval.

3.6.1 Manner. The Design Review Committee may fully approve any request for approval or approve any such request subject to compliance with conditions stated in a conditional approval. Conditions for approval may include, without limitation, requirements for modifications to plans and specifications such as upgrading or other changes as to materials or changes as to color or design or location, or requirements for addition of other improvements such as sight barrier landscaping or other devices to screen a proposed Regulated Modification from view from adjacent Parcels. A conditional approval is effective only upon full compliance with the stated condition(s). The Design Review Committee will notify the applicant in writing of such approval (together with any qualifications or conditions of approval).

3.6.2 Effect. Except for fraud, misrepresentation, accident or mistake, the Design Review Committee's approval or conditional approval is final as to each Regulated Modification, and may not be revoked or rescinded once given except as stated herein regarding conditional approvals. The Design Review Committee's approval or conditional approval of an application does not constitute a waiver, modification or repeal of any covenant contained in this Declaration, or preclude by estoppel or otherwise full enforcement of all provisions hereof. The Design Review Committee's approval or conditional approval of an application may not be deemed a waiver of the right of the Declarant to subsequently disapprove similar requests for approval, or any of the features or elements included therein.

3.7 Submission and Response. Applications for Design Review Committee's review and approval are deemed submitted to the Design Review Committee only upon actual receipt by the Design Review Committee. All responses by the Design Review Committee will be in email to the email address identified and maintained by the Design Review Committee for communication and submission purposes. Submissions shall be with a confirmation request by the applicants to ensure receipt by the Design Review Committee. The Design Review Committee has no duty to respond to, and the provisions of this Section do not apply regarding, any application if the Person(s) identified in the application do not appear as Owners according to the books and records of the Design Review Committee unless and until receipt of such confirmation of ownership as is satisfactory in the sole opinion of the Design Review Committee. Where more than one Owner applies for approval, the delivery of a response to any one of the Owners constitutes notice to all such Owners. The Design Review Committee may retain an architectural firm or other third-party contractor to review and approve submissions to the Design Review Committee. As a condition to review any submittals, the Design Review Committee may charge, and require an Owner to pay, a fee that will cover the costs of any third party to review and approve the submissions and to compensate the Design Review Committee for the administrative and overhead expense associated with the review and approval of any submittals. The Design Review Committee may also charge fees and require deposits as set forth in **Exhibit D**, which may be amended and revised based upon review and approval of the Board as it deems necessary. The Declarants are exempt from all Design Review Committee fees but are required to adhere to the Design Guidelines.

3.8 Implied Conditions of Approval.

3.8.1 Applicability. Unless expressly waived or modified by the Design Review Committee in writing, each and every approval or conditional approval of a Regulated Modification is subject to all provisions of this Article III whether or not stated in the approval or conditional approval.

3.8.2 Commencement and Completion of Work. Approval of an application for a Regulated Modification is effective for one (1) year from the date of approval. If work on a Regulated Modification is not commenced within one (1) year after approval or conditional approval, such approval will become null and void and the Owner must submit a new application and obtain a new approval for the Regulated Modification, unless an extension is agreed to by the Design Review Committee. Upon commencement, the Owner must diligently prosecute and complete all work as soon thereafter as reasonably possible. Upon commencement of any construction activity on a Parcel, the construction time for the exterior portion of any residential structure must not exceed 18 months from start to finish.

3.8.3 Landscaping. The Owner must landscape the front yard of each Parcel (from the street to the front line of the residence on the Parcel) within twelve months of the latter to occur of the following (i) the occupancy date of any structure built upon said Parcel, or (ii) the date of recording of this Declaration. The remainder of the Parcel shall be landscaped within two (2) years of the occupancy date of any structure built upon said Parcel. If an Owner fails to meet either of those deadlines, the Owner must pay the Association a late fee in the amount of \$500, or such other amount as established by the Board from time to time, for each 30 day period that passes after the applicable deadline; meaning an additional \$500 (or such other amount as established by the Board from time to time) is due every thirty day period until the Owner has complied. The payment of any late fee is a remedy of the Association that is in addition

to all other rights and remedies of the Association hereunder. The Board has discretion to waive or reduce any late fees under this subsection for any reason the Board deems appropriate in the Board's discretion.

3.8.4 Compliance with Plans. All work on a Regulated Modification must proceed in compliance with: (i) the application and plans and specifications approved by the Declarant, (ii) any and all conditions stated by the Design Review Committee in the approval, and (iii) any and all applicable governmental laws, rules, regulations, ordinances, and building codes.

3.8.5 Permit Requirements. Each Owner is solely responsible for full compliance with all permitting requirements of all governmental agencies having jurisdiction, and shall apply for and diligently pursue obtaining of all required permits promptly after approval or conditional approval is received. Without limitation of the foregoing, the Design Review Committee may deny approval pending, or conditional approval upon, prior compliance with applicable permitting requirements or upon receipt of certification satisfactory to the Design Review Committee that no such permitting requirements exist.

3.8.6 Compliance with Laws. Each applicant is solely responsible for ensuring that (and nothing in the Declaration or any written decision of the Design Review Committee shall be construed as a covenant, representation, guaranty or warranty that) any proposed Regulated Modification will be in compliance with applicable governmental laws, ordinances or regulations (including building codes or permit or licensing requirements).

3.8.7 License/Insurance of Contractors. No Owner may permit or cause the construction or reconstruction of any improvement on a Parcel by a third-party contractor unless the contractor is qualified and properly licensed in the State of Utah and is adequately insured and bonded as reasonably determined by the Board from time to time.

3.8.8 Release of Construction Liens. No Owner may permit any preconstruction or construction lien to be recorded against any Common Areas. In the event a contractor, subcontractor, supplier, or other party employed by the Owner or by a party employed by the Owner records a preconstruction or construction lien against any portion of the Common Areas, the Owner shall cause the lien to be released immediately upon receiving notice.

3.10 Debris and Weed; Abatement. The Owner of a Parcel shall maintain the Parcel free and clear of debris, unsightly material, and weeds during the time period prior to construction on the Parcel. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed on or permitted to accumulate upon any Parcel. In the event any Owner permits weeds, dead trees and plants, rubbish, trash, debris, or other unsightly material to accumulate on the Parcel, the Association is expressly permitted to enter upon the Parcel and abate such matters. The Owner shall be responsible for all costs associated with the abatement and shall pay an additional oversight charge to the Association totaling fifty percent (50%) of the actual costs to complete the abatement.

3.11 Inspection Rights. Upon reasonable notice (oral or written), a representative of the Association may enter upon a Parcel without liability for trespass or otherwise for purposes of inspecting work in progress and/or as to completion of any Regulated Modification in compliance with the approved plans, specifications, information and documentation for same, and as to compliance with any applicable provisions of the Declaration and the Design Guidelines. The Owner or the Owner's representative shall provide an individual to accompany the Association's representative to ensure safe passage, if requested by the Association.

3.12 Limitation of Liability. Neither the Design Review Committee or its members, the Association, the Board, the Declarant, nor any of its/their respective managers, officers, employees, members, contractors, or representatives are liable to any Owner or to any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for

approval, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plans or specifications and no publication of Design Guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the Regulated Modification will comply with applicable legal requirements, or as to any matters relating to the health, safety, workmanship, quality or suitability for any purpose of the Regulated Modification.

3.13 Limitation of Applicability. None of the provisions of this Article III apply to any activities of Declarant, including, without limitation, the construction by Declarant of any structure, building, home, or improvement which would be a Regulated Modification if constructed by any other Owner.

3.14 Waiver by Declarant. Despite anything in this Declaration to the contrary, as long as Declarant owns an interest in any part of the Community, Declarant may elect to forego and waive the requirement for the Design Review Committee to review and approve any Regulated Modifications.

3.15 Enforcement.

3.15.1 General. The Association, and the Declarant so long as Declarant owns an interest in any part of the Community, will have the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, and all other rights and remedies set forth in this Declaration, to an injunction either prohibitive or mandatory.

3.15.2 No Estoppel, Waiver or Liability. Failure of Declarant or the Association to enforce any of the provisions of this Declaration or the Governing Documents will not be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability may attach to Declarant or the Association for failure to enforce any provisions of this Declaration or the Governing Documents.

3.15.3 Cumulative Rights and Remedies. Each right and remedy set forth in this Declaration and the Governing Documents is separate, distinct and non-exclusive, and all are cumulative. The pursuit of any right or remedy so provided or as provided by law, or the failure to exercise a particular right or remedy, will not be construed as a waiver of such right or remedy or any other right or remedy. Without limitation of the foregoing, the provisions of this Section are declared specifically to be cumulative of the provisions of this Declaration.

3.15.4 Liability for Conduct of Related Parties. Each Owner must ensure that the Occupants on its Parcel and any guests and invitees strictly comply with all applicable provisions of the Governing Documents. Each Owner is liable for all consequences of any such violation by such Owner's Occupants and their guests and invitees.

3.15.5 Obligation for Payment of Costs and Expenses Resulting from Violations. Each Owner that violates any of the provisions of the Governing Documents is liable for payment to the Association for, and hereby indemnifies and holds harmless the Association from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the Association all sums of money which the Association may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums are secured by the continuing assessment lien established by this Declaration. All such sums are due and payable upon demand by the Association without the necessity of any other or further notice of any act, fact or information concerning the Association's rights or such Owner's liabilities under this Section; provided, in the case of indemnification the demand shall contain a statement setting forth the Association's payment or liability to pay the claim with sufficient detail to identify the basis for the

payment or liability to pay.

3.15.6 Filing of Notices of Non-Compliance. At any time the Association determines in good faith there probably exists any noncompliance with any provisions of the Governing Documents, the Association may at its option direct that a notice of noncompliance be Recorded in the Official Public Records of Utah County, Utah covering the affected Parcel at the sole cost and expense of such Owner(s).

ARTICLE IV **Use Restrictions**

4.1 Signs. Except for a Community monument sign to be installed and maintained by the Declarant in the Declarant's sole discretion, no signs, billboards, posters, banners, pennants or advertising devices of any kind, including without limitation business, professional, promotional or institutional signs, are permitted on any Parcel. One (1) standard real estate for sale signs, state and US flags exempted per each Parcel. No sign is permitted which is vulgar, obscene or otherwise patently offensive to persons of ordinary sensibilities. No Owner or Occupant (or their tenants, guests or invitees) is permitted to place any sign on another Owner's Parcel.

4.2 Parking. All vehicles must be parked on the Owner's Parcel. Neither the Owner, the Occupant, or their respective guests and invitees shall park any vehicle on any street within the Community overnight for any reason. Construction vehicles will be allowed to park temporarily on public roads during construction in compliance with applicable laws as long as road traffic is not impeded.

4.3 Occupants Bound. All provisions of the Governing Documents that govern the conduct of Owners and which provide for sanctions against Owners also apply to Occupants and the guests and invitees of Owners and Occupants of any Parcel. Each Owner must comply, and must cause all of Owner's Occupants, guests, and invitees to comply, with the Governing Documents, and is responsible for all violations thereof and/or all damage or loss caused by such Occupants, guests, and invitees. Any failure in compliance will be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Declarant, the Association, or, in a proper case, by any aggrieved Owner or Owners. In addition, the Declarant may avail itself of any and all remedies provided in the Governing Documents.

4.4 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any portion of the Community, except dogs, cats, horses, chickens, goats, or other usual and common household or yard pets, not to exceed the number as may be permitted on a Parcel or within a Dwelling Unit pursuant to the laws, codes, and ordinances of the Municipal Authority. However, those pets which are permitted to roam free, or, in the sole discretion of the Declarant or Association, endanger the health or safety of persons, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of Parcel must be removed upon request of the Declarant or Association. No pets may be kept, bred, or maintained for any commercial purpose without the approval of the Board in the Board's sole discretion, and, during the Period of Administrative Control, the Declarant.

4.5 Quiet Enjoyment; Nuisances. No portion of the Community may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition (with the understanding that the Community and a Parcel may be maintained in its natural environment) or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any portion of the Community that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might unreasonably disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Community. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Community except small personal fires in appropriate fire pit. Notwithstanding the foregoing, this Section does not limit the ability of the Declarant to take any action it deems necessary in

relation to the development of the Association and/or construction within the Community.

4.6 Unsightly or Unkempt Conditions. It is the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Parcel. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Community. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours. No unsightly articles shall be permitted to remain on or near a Parcel or the Common Areas. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobile, campers, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and similar matters shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Parcel except within an enclosed structure or when appropriately screened from view. No clothes lines, clothing racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on any Parcel unless in an area screened from public view. No towels, garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Parcel unless in an area screened from public view.

4.7 Antenna and Satellite Dish Systems. To the extent permitted by the Telecommunications Act of 1996, as amended from time to time (the "**Telecommunications Act**"), without the Declarant's approval or, following the end of the Declarant Control Period, the approval of the Board: (a) no direct broadcast satellite dish or multipoint distribution service antenna larger than one (1) meter in diameter will be allowed on a Dwelling Unit, (b) no television broadcast antenna mast may extend above the height of the center ridge of the roof of the Dwelling Unit, and (c) no multipoint distribution service antenna mast may exceed the height of twelve feet (12') above the center ridge of the roof of the Dwelling Unit. This Section 4.7 shall be interpreted to be as restrictive as possible, while at all times complying with the provisions of the Telecommunications Act. Terms used in this Section 4.7, shall be deemed to have the meanings set forth in the Over-The-Air Reception Devices Rule ("**OTARD**") promulgated under the Telecommunications Act or other rules and regulations promulgated pursuant thereto, and where OTARD, the Telecommunications Act, or any other rule or regulation promulgated thereunder requires the Declarant to act reasonably, or respond promptly, such obligation shall be deemed a part of the Declarant's obligations under this provision. In the event of an amendment to the Telecommunications Act which conflicts with this provision, the conflicting provision herein automatically shall be deemed deleted, and Declarant, without the joinder of any other Owner(s), may amend this provision so as to comply with the amended Telecommunications Act.

4.8 Garbage Cans, Tanks, Etc. All garbage cans, mechanical equipment, woodpiles, yard equipment and other similar items on Parcels shall be located or screened so as to be concealed from public view. Any propane tanks shall be located underground on the Owner's Parcel in compliance with all requirements of the Municipal Authority and in compliance with all applicable laws. No garbage or trash shall be placed or kept on any Parcel, except in covered containers of a type, size and style which are approved by the Declarant or required by the applicable Municipal Authority. All rubbish, trash and garbage shall be removed from the Parcels and shall not be allowed to accumulate thereon. Excluding trash collection days (and a reasonable period of time prior to and after such collection day), trash containers shall not be stored in areas that would allow such containers to be in a visible location. Any trash containers located outside of a Dwelling Unit shall be in bear, rat, and vermin proof containers. No outdoor incinerators

shall be kept or maintained on any Parcel.

4.9 Subdivision of Parcel. No Parcel may be further subdivided or separated into smaller lots or parcels or its boundary lines changed. No portion less than all of any Parcel or any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Association, which approval must be evidenced on the plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Parcel. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into lots or parcels any property or Parcels at any time owned by Declarant. No Supplemental Declaration or further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Parcel without the provisions thereof having been first approved in writing by the Declarant and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Parcel, and no applications for variances or use permits, shall be filed with a Municipal Authority unless the proposed use of the Parcel complies with this Declaration.

4.10 Tents, Mobile Homes and Temporary Structures. Except as may be permitted by Declarant during initial construction within the Community and except as set forth in this Declaration, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Parcel or any part of the Community. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Parcel, provided it receives the prior approval of the Declarant or the Design Review Committee, as appropriate, in accordance with this Declaration and the Governing Documents. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events.

4.11 Drainage and Septic Systems. Catch basins, drainage swales, and drainage areas are permitted for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner may interfere with the established drainage pattern over any part of the Community unless adequate provision is made for property drainage, the interference does not materially impact any other Parcel or the Common Areas, and the interference is approved in advance by the Declarant, or, if the Declarant Control Period has terminated, the Board. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Community is completed by Declarant. Septic tanks and drain fields are prohibited within the Community. No Owner shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any storm drain, drainage ditch, or stream within the Community.

4.12 Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Parcel unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or buildings or other structures as approved by the Declarant, except for:

- (a) Overhead power poles and lines within the Community as approved by Declarant; and
- (b) boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices;
- (c) antennae and dish satellite systems pursuant to Section 4.7.

4.13 Trailers and Campers. No mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Parcel in front of the primary Dwelling Unit ("front" meaning the side facing the primary road access), except for on a temporary basis.

4.14 Use and Occupancy of Parcels. Parcels shall be used only for residential purposes. No trade, craft, business, profession, commercial or similar activities that causes additional pedestrian or vehicular traffic, or creates a sight or noise nuisance, shall be conducted in or upon any Parcel.

4.15 Leasing of Dwelling Parcels/Restriction on Rentals. The leasing of Dwelling Parcels shall be subject to any applicable laws, including, but not limited to, the U.S. Fair Housing Act, the Act, and the ordinances of the Municipal Authority. All leases shall be subject to the terms and conditions of this Declaration. As long as Declarant owns an interest in any part of the Community, the Declarant may adopt reasonable rules regulating leasing and subleasing of Dwelling Parcels. Notwithstanding the above, an Owner and any Dwelling Unit shall be exempt from any restrictions on leasing as follows: (a) if the Owner is in the military, the Owner may lease its Dwelling Unit for the period of the Owner's deployment, (b) any lease to the Owner's parent, child, or sibling, (c) if the Owner has been relocated by its employer for a period of no less than two (2) years, or (d) if the Owner is a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for (i) the estate of a current Owner or Occupant of the Dwelling Unit, or (ii) the parent, child, or sibling of the current Owner or Occupant. If the Declarant desires to adopt any rules or regulations restricting leasing, the Declarant shall create a procedure, by rule or resolution, to determine and track the number of rentals and Dwelling Parcels that are subject to the exclusions as described in the preceding sentences and to ensure consistent administration and enforcement of the rental restrictions. Nothing in this Declaration should be interpreted to impose a restriction against rental, licensing, or leasing of any Parcel by the Owner to a third-party tenant or licensee. If the Owner of a Parcel who is leasing the Parcel (or any portion of it) fails to pay an assessment for more than 60 days after the assessment is due, the Board may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly payment, and the Association shall apply such rent payments to the outstanding assessment balance until all amounts due from the Owner to the Association are paid. Such demand to the tenant shall be made in accordance with the law and the written procedures of the Association. The Board, or its agent, shall give the Owner written notice of its intent to demand full payment from the tenant and such notice shall be made in accordance with the law and the written procedures of the Association. Each Owner shall provide written notice to its tenant(s) of the tenant(s)' potential obligations under this section at the commencement of any lease.

4.16 Laws and Ordinances. This Declaration shall be governed by the laws of the state of Utah, without regard to conflict of law principles. Every Owner and Occupant shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Parcel, Dwelling Unit and the Community, including any and all applicable zoning and land use laws and ordinances, and any violation thereof may be considered a violation of this Declaration; provided, the Declarant shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

4.17 Unrelated Persons. No more than four unrelated persons may reside or live in a Dwelling Unit. Only persons who are all related by blood, marriage, adoption, or court-sanctioned guardianship are "related" persons.

4.18 Construction Commencement. Except as otherwise approved by the Board from time to time in the Board's sole discretion with respect to a particular Lot or Owner, the following requirements apply: (i) Within two years from the date the Declarant first transfers a Lot to an Owner, the Owner must commence construction of a Dwelling upon the Lot, and (ii) The Owner must substantially complete construction within 18 months after commencement. If an Owner fails to meet either of those deadlines, the Owner must pay the Association a late fee in the amount of \$1,000 (or

such other amount as established by the Board from time to time) for each 30 day period that passes after the applicable deadline; meaning an additional \$1,000, or such other amount as established by the Board from time to time, is due every thirty day period until the Owner has complied. The payment of any late fee is a remedy of the Association that is in addition to all other rights and remedies of the Association hereunder. The Board has discretion to waive or reduce any late fees under this subsection for any reason the Board deems appropriate in the Board's discretion.

ARTICLE V
Declarant's Rights

5.1 Transfer of Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration may be transferred to other Persons, provided that the transfer shall neither reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Utah County, Utah. The party or parties identified in the written instrument shall be Successor Declarant(s), and shall receive all rights and powers of the Declarant provided in the Governing Documents. The term Declarant as used herein shall include Successor Declarants in the event of a transfer by Declarant.

5.2 Administrative Control of Association. Declarant shall assume full administrative control of the Association through an appointed interim Board of Directors, which shall serve until the Turnover Meeting. The Turnover Meeting shall be held no later than upon expiration of the Period of Administrative Control. As allowed by Utah Code Ann. § 57-8a-502(1) (2020), the provisions of section 57-8a-502(1)(a)-(c) are hereby replaced and supplanted by the Period of Administrative Control set forth in this Declaration. The Period of Administrative Control shall expire only upon Declarant voluntarily terminating the Period of Administrative Control. The Declarant may elect to voluntarily terminate the Period of Administrative Control by written notice to the Owners and by calling and holding the Turnover Meeting. The Declarant may unilaterally amend this Declaration at any time until the Turnover Meeting. "Turnover Meeting" means an Owners' meeting scheduled by the Declarant, at which the Declarant turns over administrative control of the Association to the Owners pursuant to this Declaration, after expiration of the Period of Administrative Control.

5.3 Other Rights. In addition to any other rights under this Declaration or the Bylaws, as long as Declarant owns at least one Parcel within the Community, Declarant:

- (a) Sales Office and Model. Shall have the right to (i) maintain a sales office and model on one or more of the Parcels which Declarant owns, and (ii) authorize a designated builder to maintain a sales office or model on one or more of the Parcels which Declarant or the designated builder owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.
- (b) For Sale Signs. May maintain a reasonable number of For Sale signs, the size of which may be determined by Declarant, at reasonable locations on the Community.
- (c) Approval of Amendments. Consistent with the amendment provisions of this Declaration and Bylaws, the approval of the Declarant shall be required in order to adopt any amendment to the Declaration or Bylaws of the Association.
- (d) The Act. The Declarant, the Declarant-appointed Board and the Association are exempted from all procedures, requirements and obligations imposed by the Act to the extent allowed by the Act during the Period of Administrative Control and all rights authorized to be reserved by a declarant under the Act are hereby deemed reserved by the Declarant. The Declarant and the Declarant-appointed Board are exempt from

association rules and the rulemaking procedure under the Act and all rights under that section are hereby reserved by Declarant.

5.4 Rights/Easements Reserved to Declarant/Association.

(a) Declarant reserves in favor of itself and its successors and assigns, and the Association, non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as drainage, utility or sewer easements or open space or Common Area or otherwise designated as an easement area over any road or on the Community, and over those strips of land running along the front, rear, side and other Parcel lines of each Parcel shown on the Plat.

(b) Declarant further reserves in favor of itself and its successors and assigns, and the Association, an easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Community and the Parcels therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Unit, or in the area or on the area in which the same is located.

(c) Declarant further reserves in favor of itself and its successors and assigns, and the Association, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Common Area and grade a portion of such Common Area adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Common Area, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(d) Nothing in this section shall be interpreted to impose upon Declarant a duty to maintain, repair, operate or service any easement, right of way or road or any improvements, fixtures or utilities located thereon.

ARTICLE VI
Common Areas

6.1 The Association shall provide for, as a Common Expense, such care, maintenance, repair and replacement of the following as deemed necessary or desirable by the Board to keep them attractive and generally in good condition and repair the Common Areas.

6.2 So as to provide access to snowplows for snow removal, no Owner shall park or allow any person to park or remain parked any vehicle upon streets in front of the Owner's Parcel during snowstorms, snow removal, or periods when it would reasonably be anticipated that snow removal would take place. If a parked vehicle prevents or interferes with snow removal from any portion of the Property, the Owner shall be responsible for such snow removal and may be specially assessed any additional costs incurred by the Association as the result of such interference.

6.3 To the extent not clarified herein and not inconsistent with the provisions of this Declaration, the Association may, by duly adopted Board resolution, identify and assign those areas of maintenance and responsibility that are either (1) Owner responsibilities; or (2) Association responsibilities. Such determinations shall be set forth in a Board resolution distributed to all Owners and shall be binding against all Owners.

6.4 Declarant shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or

tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the design, development, construction, maintenance, use, and operation of, the Common Area or any of its improvements, fixtures, and facilities. Owner(s) shall defend, indemnify and hold harmless the Declarant against such claim, loss or liability asserted by such Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the common area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

6.5 Except to the extent any injury or damage is covered by the Association's insurance, the Association shall not be liable for injury or damage to any person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of any building, including from any pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by the grossly negligent or intentional act of the Association.

6.5 If any area or improvement is damaged, or the need for maintenance, repair or replacement is caused, by the willful or negligent acts of an Owner, their guests, tenants, invitees or other Parcel occupants, the Owner shall be responsible for the cost of required maintenance, repair or replacement and such costs shall automatically and immediately be an Assessment against such Owner.

6.6 The Association may, but is not required to, assume an Owner's maintenance responsibility as to Parcel if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Before assuming such maintenance responsibility, the Board shall provide notice to the Owner of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action with ten (10) days after delivery of such written notice, then the Association may proceed to maintain the Parcel. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the Owner. Such expenses shall automatically and immediately be an Assessment against such Owner.

6.7 The Association may bar an Owner, an Occupant of a Parcel, or an Owner or Occupant's guests and invitees from using Common Areas within the Association in the event the Owner or Occupant has failed to pay any Assessment duly assessed under the Governing Documents. If adopted, the prohibition may continue until such time as the Assessment, as well as all costs and fees associated with enforcement or collection of the Assessment, has been paid in full.

ARTICLE VII
Assessments

7.1 Covenant for Assessments. Each Owner, by acceptance of a deed hereafter conveying any Parcel to it, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments, as provided for and defined below: Annual Assessments, Special Assessments, Individual Assessments, Emergency Assessments, and Reinvestment Fees.

7.2 Installments of Annual Assessments. The Board shall determine whether Installments of Annual Assessments are levied and collected on a monthly, quarterly, semi-annual, annual or another basis. Any member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty. No member may exempt itself from liability for Assessments by abandonment of any Parcel.

7.3 Equality. Except as otherwise provided herein, Owners must pay equal Annual

Assessments, Special Assessments, and Emergency Assessments, all commencing upon the date the Parcels are made subject to this Declaration. Individual Assessments shall be apportioned exclusively against the Parcel(s) benefitted or to which the expenses are attributable as provided for below.

7.4 Declarant Assessment Exemption. Notwithstanding anything herein to the contrary, the Declarant, and any Parcel to which the Declarant holds record title, shall be exempt from any Assessment or fees under this Article.

7.5 Budget and Annual Assessment.

7.5.1 Budget. The Board must prepare an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board must present the adopted budget to Association members at a meeting of the members.

7.5.2 Determination of Annual Assessment.

- (a) The Board must fix the initial amount of Annual Assessments at least thirty (30) days in advance of the beginning of an Annual Assessment period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period.
- (b) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.
- (c) If the Annual Assessments levied at any time are, or will become, inadequate to meet the expenses incurred by the Association for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board may determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Annual Assessment. Owners shall be given at least twenty (20) days' written notice of any changes in the amount of an Assessment.

7.6 Special Assessments. In addition to the Annual Assessments authorized in this article, the Association may levy a special assessment from time to time ("Special Assessment") against all Parcels and/or the Owner(s) of all Parcels for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Association which cannot be paid for through other types of Assessments. The Board may authorize a Special Assessment for any lawful purpose provided, however, that any Special Assessment levied within 12 months of a prior Special Assessment, and any Special Assessment greater than \$500 per Parcel may only be levied if it is first voted upon by the Owners against which the Special Assessment is to be levied, and: (1) the votes cast favoring the action exceed the votes cast opposing the action, and (2) a quorum of Owners representing at least 30% of the voting rights of Owners against which the Special Assessment is to be levied cast a vote.

7.7 Individual Assessments. Any expenses which are not Common Expenses and which

benefit or are attributable to fewer than all of the Parcels, such as (by way of example and not limitation) roads, driveways, building structures or other improvements serving some but not all Parcels, may be assessed exclusively against the Parcels actually affected or benefitted ("Individual Assessments"). Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Parcel to reimburse the Association for costs incurred in bringing the Parcel or its Owner into compliance with, or to otherwise defend or uphold, or carry out, the provisions of the Governing Documents, and for Fines or other charges, including attorney fees, imposed pursuant to this Declaration for violation of the Governing Documents; (2) Expenses relating to the cost of maintenance, repair and replacement of a Parcel to the extent incurred by the Association, other than Common Expenses incurred in fulfilling its ordinary maintenance responsibilities to Parcels under this Declaration.

7.8 Emergency Assessments. Notwithstanding anything contained in this Declaration, the Board, without Owner approval, may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Owners with the notice of the emergency assessment. If such expenditure was created by an unbudgeted utility, maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board by a similar resolution if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment. An emergency situation is one in which the Board finds: (a) an expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation; (b) an expenditure necessary to repair or maintain the Community or any part of it for which the Association is responsible where a threat to personal safety in the Community is discovered; (c) an expenditure necessary to repair, maintain, or cover actual Association expenses for the Community or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or (d) such other situations in which the Board finds that immediate action is necessary and in the best interests of the Association and/or the Community.

7.9 Reserve Funds. The Association shall establish and maintain a reserve fund in accordance with applicable law and shall include a reserve fund line in the Association's annual budget. The Board shall cause a reserve analysis to be conducted consistent with Utah Code § 57-8a-211. The reserve analysis shall be conducted every 6 years.

7.10 Fee Due on Transfer. Each time legal title to a Parcel passes from one person to another, the new Owner shall pay to the Association on the effective of such title transaction, in addition to any other required amounts, a reinvestment fee of \$5,000.00, which amount may be amended by the Board from time to time, with the approval of a majority of the Owners. The following are not subject to the fee: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes; (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (v) the transfer of a Parcel owned by a financial institution, except to the extent required for the payment of the Association's costs directly related to the transfer of the property, not to exceed \$250.

7.11 Nonpayment of Assessments. The Annual Assessments shall be due and payable on a date established by the Board from time to time, and shall be delinquent if not paid by on the due date; initially, Annual Assessments will be paid monthly on the first day of each month. The due date of any Special Assessment or other Assessment (including any reinvestment fee) shall be fixed in the resolution or document authorizing or levying the Assessment.

7.11.1 Interest. Delinquent payments shall bear interest from the first date after the due date, or such other date established by the Board from time to time (the "date of delinquency"), initially at the rate of 18% per annum, or such other rate established by the Board from time to time.

7.11.2 Late Charge. Each delinquent payment shall initially be subject to a late charge of Thirty Dollars (\$30.00), or such other amount as determined by the Board from time to time.

7.11.3 Acceleration. If the delinquent installments of any Assessment, including an Annual Assessment, and any charges thereon are not paid in full, the Board, or its authorized agent, may declare all of the unpaid balance of the Assessment to be immediately due and payable upon not less than ten (10) days' written notice to the Owner, and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law, including the Act, and this Declaration. If, however, the Assessment is accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its sole discretion, may elect to decelerate the obligation.

7.11.4 Rent Payments by Tenant to Association. If the Owner of a Parcel who is leasing the Parcel to a tenant fails to pay an assessment for more than 60 days after the assessment is due, the Board may demand that the Owner's tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, and the Association shall apply such rent payments to the outstanding assessment balance until all amounts due from the Owner to the Association are paid. Such demand to the tenant shall be made in accordance with the law and the written procedures of the Association. The Board, or its agent, shall give the Owner written notice of its intent to demand full payment from the tenant and such notice shall be made in accordance with the law and the written procedures of the Association. Each Owner shall provide written notice to its tenant(s) of the tenant(s)' potential obligations under this section at the commencement of any lease.

7.11.5 Remedies. All membership rights, including the right of a Member to vote shall be automatically suspended during any period of delinquency, unless otherwise determined by the Board. A Board member shall become immediately ineligible to serve on the Board and automatically dismissed from such position if delinquent more than 60 days in the payment of any Assessment. The Association shall have each and every remedy for collection of assessments provided in the Act as amended from time to time, and the provisions of the Act shall be deemed to be fully set forth herein when required by such Act in order to exercise any such remedy and to bring this Declaration into compliance with the Act.

7.12 Lien. All Assessments imposed shall be a charge and continuing lien upon each of the Parcels against which the assessment is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment. In a voluntary conveyance, the grantee of a Parcel shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

7.13 Enforcement of Lien. The Association may enforce the lien for any Assessment, including Annual, Special, Individual, Emergency, Fine, or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Parcel against which the Assessment is made. The lien is established and may be enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for breach of any provisions of the Governing Documents. The lien maybe foreclosed judicially or non-judicially consistent with the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts. The Association, through duly authorized agents, shall have the power to bid on the Parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon

completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Parcel; and the defaulting Owner shall be required to pay the reasonable rental value of such Parcel during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security. Such rent shall not be applied to, and shall be in addition to, any outstanding amounts owed to the Association for Assessments or enforcement/foreclosure costs.

7.14 Appointment of Trustee. The Declarant, the Association and each Owner hereby appoints the attorney of the Association who has been retained by the Association at the time a foreclosure is initiated as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code, as may be amended from time to time, and/or as provided further by the Act or any other applicable law. The declarant hereby conveys and warrants pursuant to Utah Code Ann. Sections 57-1-20 and 57-8a-302 (2020) to Kyle Fielding, Esq., of McDonald Fielding, PLLC, 230 N 1680 E Suite L-2, St. George, UT 84790 (who is hereby appointed trustee, subject to substitution from time to time as provided by law), with power of sale, the Parcels and all improvements and appurtenances to the Parcels for the purpose of securing payment of assessments under the terms of the declaration.

7.15 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this article shall be subordinate to the lien of any *bona fide* first mortgagees or deeds of trust now or hereafter placed upon the Parcel subject to assessment, except as follows: the sale or transfer of any Parcel pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Parcel from liability for any Assessments thereafter becoming due, or from the lien of any future assessment, nor shall it relieve any personal obligation of the Owner.

7.16 Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with interest at the rate of eighteen percent (18%) per annum or such other interest rate as may be established by resolution of the Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the Owner holding title to any Parcel at the time when the assessment became due.

7.17 Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under the Act, this Declaration, or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of the each Owner.

7.18 Statement of Unpaid Assessment & Payoff Information. The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether Assessments has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge, as determined by the Board, may be levied in advance by the Association for each certificate so delivered. The Association may charge a fee for providing Association payoff information needed in connection with the financing, refinancing, or closing of an Owner's sale of the Owner's Parcel up to the maximum amount allowed by law, as determined by the Board.

Article VIII

The Association

8.1 Association. The Association has been, or will be, organized as a nonprofit corporation under the nonprofit corporation laws of the state of Utah (Utah Code Annotated Title 16 Chapter 6a, as may be amended from time to time). In the event the Association is at any time administratively dissolved by the State of Utah or for any other reason whatsoever ceases to exist as such, the Board may re-incorporate the Association without a vote of the Owners, or the Association may register with the State of Utah or otherwise continue operating as an unincorporated association. The affairs of the Association shall be governed by a Board as provided herein and in the Bylaws. Declarant has appointed an interim Board of Directors of the Association, which shall serve until their successors have been elected at the Turnover Meeting.

8.2 Membership. Each Owner shall be a member of the Association. The membership shall commence, exist and continue simply by virtue of ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

8.3 Voting Rights. The method of voting shall be as provided in the Bylaws. Voting rights within the Association shall be allocated as follows:

(a) Parcels. Subject to any rights granted to Declarant during the Period Administrative Control, each Parcel shall have one (1) vote in matters of the Association for each Parcel owned. If a Parcel is owned by more than one person, those Owners collectively get one vote.

(b) Declarant. Notwithstanding the foregoing, for each Parcel owned, the Declarant shall have seven (7) votes per Parcel during the Period of Administrative Control until, but not including, the Turnover Meeting. Additionally, during the Period of Administrative Control, no action by the Association or Board may be taken without consent of the Declarant, regardless of voting interests in favor of such action. At all times, including the period following the termination of the Period of Administrative Control, no action may be taken which amends, modifies, limits, abrogates, or terminates the rights, powers, and/or protections of the Declarant under this Declaration or the Governing Documents without the express approval of the Declarant.

8.4 Powers, Duties and Obligations. The Association shall have all the powers set forth in its Articles of Incorporation and Bylaws, together with its general powers as a corporation and under any applicable statute, as such statute may be amended to expand the scope of association powers, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments and Fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) Delegation. The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Five Thousand Dollars (\$5,000.00).

(b) Borrowing. The Association may borrow money, provided the assent of a majority of all Owners is obtained prior to mortgaging, pledging or hypothecating any or all of the Association's real property as security.

(c) Telecommunications/Fiber Optic/Related Contracts. Provided the Association already provides such service to the Parcels, the Board shall have the power, in its own

discretion and subject to federal law, to enter into, accept an assignment of, or otherwise cause the Association to comply with contracts with Telecommunication Service providers and Telecommunication Facilities owners (both, a "Telecommunication Provider"), pursuant to which the Telecommunication Provider serves as the exclusive provider of Telecommunication Services and/or Telecommunication Facilities to each Parcel in the Properties, as well as the power to enter into or contract on behalf of the Association for similar bulk rate service contracts of any nature deemed in the Association's best interests. If such service(s) is not already provided to the Parcels, the prior approval of the Owners shall be obtained by a vote where a majority of the votes cast are cast in favor of the service.

(d) Bylaws. The initial Bylaws of the Association are attached hereto as Exhibit B.

(e) Rules and Regulations. In addition to the restrictions and requirements above, the Board from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons in the Community and the operation and use of the Parcels, Common Areas and the Community as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Community. Reasonable fines may be levied and collected as an assessment for violations of said rules and regulations and for violations of any restrictions contained in this Declaration. A schedule of Fines may be adopted by the Board of Directors specifying the amounts of such Fines, and any other provisions or procedures related to the levying of such Fines.

Article IX

Design Review Committee

9.1 Purpose. These covenants are designed to establish a quality harmonious development and to maintain that harmonious quality as long as possible. The intent of these covenants is that there shall be certain minimum architectural standards applicable within the Community, subject at all times to possible exceptions, adjustments, or variances as the Design Review Committee may agree to from time to time and/or on a case-by-case basis, based on, among other things, the established Community Wide Standard.

9.2 Improvement Approval. No exterior addition to, or change or alteration thereto, of any sort, whether structural, landscaping, cosmetic or otherwise, be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Design Review Committee. Such approval shall be solely at the discretion of the Design Review Committee as it deems appropriate from time to time. Any such request shall be deemed to have been denied if the relevant Owner, including any subsequent Owner, cannot produce the written approval granted by the Design Review Committee upon request, and any changes or alterations made by an Owner, or prior Owner, shall be removed and the property restored to its original condition at the request of the Design Review Committee. In the event the Design Review Committee fails to approve or disapprove a request by an Owner, the request will be deemed to have been denied. This subsection shall not apply to Declarant's building or construction activities during the building and development of the Project.

9.3 Design Guidelines. Design and construction of Improvements (other than by the Declarant) shall be consistent with and shall comply with the procedures and criteria set forth in this Declaration and such other building and design criteria which the Design Review Committee is hereby empowered to adopt (referred to as "Design Guidelines"), revise, expand, clarify, and otherwise provide from time to time for the harmony and compatibility of the Improvements constructed within the Project.

Design Guidelines shall also be deemed to include the requirement that the quality of all materials to be used in any construction or Improvements within the Project be equal or superior to that utilized for original construction. All construction by Declarant or for the benefit of Declarant and its members shall be and is hereby approved and is expressly exempt from review and approval by the Design Review Committee and the Design Guidelines. This exemption includes an exemption for the Declarant and its members from any fees and costs associated with the Design Review Committee review and approval. All builders and owners, including individual builders of one or more Parcels obtained from the Declarant, shall comply with and are bound by the design restrictions herein and the Design Guidelines, if and when such are adopted or may exist from time to time.

9.4 Composition. The Design Review Committee shall be composed of the same individuals who serve on the Board from time to time (in other words, each Board member is, so long as he or she remains a Board member, also a member of the Design Review Committee). However, notwithstanding the foregoing, the Board at any time may, by simple majority vote, appoint other individuals (not necessarily Board members) to serve on the Design Review Committee. The Board, by simple majority vote, shall have full discretion relating to the Design Review Committee, including, for example, regarding the composition of the Design Review Committee (the number of committee members, the qualifications of the committee members, the terms of service of the committee members, the identity of the committee members from time to time, etc.)

Article X

Insurance

10.1 Types of Insurance Maintained by the Association. The Association shall obtain the following minimum types of insurance:

(a) Liability. A public general liability insurance policy covering the Association, its officers, Board members and managing agents, having at least a Two Million Dollars (\$2,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation. Coverage under this policy shall include, without limitation, all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas. The named insured under any policy of insurance shall be the Association, the Declarant, and each Owner shall also be an insured.

(b) Property. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including the Parcels, fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract. The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the Insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Parcel or otherwise permanently part of or affixed to Common Areas, or Parcels, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows. At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage. The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Parcels) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be

determined by using methods generally accepted in the insurance industry. The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance. If a loss occurs that is covered by the property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, then the Association's policy provides primary insurance coverage, and: (i) the Owner is responsible for the Association's policy deductible; and (ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible. If an Owner suffers damage to any combination of a Parcel ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss"). The Owner is responsible for a deductible amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage for that Parcel to the amount of the deductible under the Association's property insurance policy; and if an Owner does not pay the amount required above within 30 days after substantial completion of the repairs to, as applicable, the Parcel, the Association may levy an assessment against the Owner for that amount. If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible: (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (ii) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (iii) the Association need not tender the claim to the Association's insurer. The named insured under any policy of insurance shall be the Association, and each Owner shall also be an insured under all property and insurance policies.

(d) Fidelity Insurance or Bond. The Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board, employees, and all others who are responsible for handling funds of the Association, including any property manager or Managing Agent. Such fidelity coverage shall: (i) name the Association as an obligee; (ii) not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or Managing Agent, as the case may be, at any given time, and shall in no event be in an amount less than three months assessments on all Parcels plus reserves; (iii) contain an appropriate endorsement(s) to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, and to cover the Association's Managing Agent, if the Association has delegated some or all of the responsibility for the handling of funds to a Managing Agent; (iv) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any insurance trustee.

(e) Miscellaneous Items. The following provisions shall apply to all insurance coverage of the Association:

1) Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

2) Deductible. The Association shall pay for the deductible on any claim made against the Association's property insurance policy for a covered loss incurred to the Common Area, except where the claim is made because of the negligence or

willful acts of an Owner or occupant, including a guest, invitee, or visitor, as determined by the Board. In such cases, the corresponding Owner shall pay the deductible amount.

3) Special Endorsements. Each policy shall contain or provide those endorsements commonly purchased by the other community association in the county.

4) Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Board or Association may deem necessary or appropriate from time to time, including directors and officers liability insurance.

10.2 Owner Insurance Responsibility. The Association’s policy does not and will not cover the contents of a Parcel or an Owner’s personal property.

10.3 Power of Attorney

(a) Notwithstanding any of the foregoing provisions and requirements relating to Association property or liability insurance, there may be named as an insured, on behalf of the Association, the Association’s authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement (the “Insurance Trustee”) who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing a Parcel, all Owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

(b) By purchasing a Parcel, all Owners appoint the Association or any trustee designated by the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority

**ARTICLE XI
General Provisions**

11.1 Run with the Land. The covenants and restrictions of this Declaration shall run with and bind the Community and each Parcel, and shall inure to the benefit of and shall be enforceable by the Declarant, each Owner, and their respective legal representatives, heirs, successors, and assigns.

11.2 Amendment.

11.2.1 Amendments. This Declaration may be amended by an affirmative vote of at least 2/3 of the votes within the Community, but only after the Declarant no longer owns any interest in any part of the Community. If the necessary votes and consents are obtained, the Owners shall cause to be recorded in the official records of Utah County, Utah, an Amendment to this Declaration containing the signatures of Owners representing at least 2/3 of the votes within the Community. Notwithstanding the foregoing, no amendment may be made to this Declaration which amends, modifies, limits, abrogates, or

terminates the rights, powers, and/or protections of the Declarant under this Declaration or the Governing Documents without the express approval of the Declarant.

11.2.2 Unilateral Amendments. Notwithstanding anything in this Declaration to the contrary, the Declarant alone has the exclusive right to amend or terminate this Declaration, for any reason and at any time, until the occurrence of the Turnover Meeting.

11.2.3 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Section or the Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by the Utah Division of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of property within the Community, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Parcel(s). Any such amendment shall be effected by the recordation by Declarant of a Certificate of Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate of Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate of Amendment, when recorded, shall be binding upon all of the Community and all persons having an interest therein. If any amendment requested pursuant to the provisions of this Section deletes, diminishes or alters the control of the Declarant, Declarant alone shall have the right to amend this Declaration to restore such control.

11.3 Severability. In the event that any provision of this Declaration is declared void, invalid or unenforceable by a regulatory agency, tribunal or court of competent jurisdiction, the remainder of this Declaration shall continue in full force and effect as if the offending provision were not contained herein, and the offending provision shall be replaced by a valid provision which comes closest to the intention of the Declaration underlying the offending provision. 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.

11.4 Liability Arising From Conduct of Owners. Each Owner and Occupant hereby indemnifies, holds harmless, and agrees to defend (with counsel reasonably acceptable to the indemnified party) the Declarant, and its members, managers, agents, employees, attorneys, and contractors from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and all other legal actions caused through the willful or negligent act or omission of an Owner or Occupant.

11.4.1 Subsequent Statutory Authority. If any applicable law, whether state or federal, is construed or amended to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this Section 5.4, then liability will be limited or expanded to the fullest extent permitted by such applicable law.

11.4.2 No Impairment. Any repeal, amendment or modification of this Section may not adversely affect any rights or protection existing at the time of the amendment.

11.5 Notices. Any notice provided under this Declaration shall be provided in writing and sent or transmitted by one of the following means: (a) personally served, (b) sent by overnight courier by a national delivery service that maintains tracking information, or (c) email, to the last known address of the receiving party.

11.6 Captions. All captions, titles or headings of the Articles and Sections in this Declaration

are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

11.7 Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a plat or other instrument Recorded in the office of the County Recorder of Utah County, Utah, neither Declarant nor its members, managers, agents, employees, attorneys, and contractors make any warranties or representations whatsoever that the plans presently envisioned for the complete development of the Community can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

11.8 Interpretation of Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and provisions hereof.

11.9 Attorneys' Fees. The prevailing party in any action relating to the interpretation or enforcement of this Declaration is entitled to an award of its attorneys' fees and costs.

[End of Terms – Signature Pages Follow]


IN WITNESS WHEREOF, Declarant has executed this Declaration this 5 day of April, 2021.

The Mapleton Preserve, L.L.C.,
a Utah limited liability company

By: [Signature]
Name: WILLIAM JOSEPH SHENK
Title: MANAGING MEMBER

STATE OF Utah)
County of Utah) ss.

On the 5 day of April, 2021, personally appeared before me William Joseph Sherk, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of The Mapleton Preserve, L.L.C., a Utah limited liability company, and who acknowledged to me that said entity executed it.

 JENS P. NIELSON
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 709017
COMM. EXP. 11-01-2023

[Signature]
NOTARY PUBLIC

CONSENT

In accordance with the terms of that certain Deed of Trust dated 3/22/2021 (the "Deed of Trust"), the undersigned of this Consent (the "Undersigned") has an interest in all or a portion of the property more fully described in this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Encumbered Property"). The Undersigned hereby acknowledges and agrees that any foreclosure of the Deed of Trust shall not extinguish this Declaration or the rights and easements granted hereunder, and the purchaser at any such foreclosure sale shall take title subject to this Declaration. Further, the Undersigned hereby consents to the execution and recordation of this Declaration.

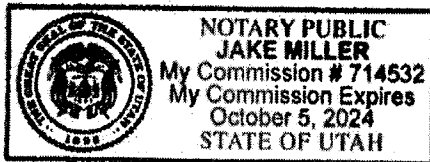
[Signature] Jr. Vice President
Canyon Valley Bank

STATE OF Utah)

: ss

COUNTY OF Cache)

On the 6 day of April, 2021, personally appeared before me Jake Miller, and the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said trust for its stated purpose.



[Signature]
Notary Public

EXHIBIT "A"

Legal Description of the Community

Beginning at a point which is South 89°18'20" West along the Section line 141.18 feet and South 0.99 feet from the Northeast corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence along the Mapleton City Open Space property the following ten (10) calls: South 07°57'21" West 227.12 feet; South 42°39'03" West 275.80 feet; South 29°54'24" East 98.09 feet; North 84°48'35" East 86.43 feet; South 37°19'35" East 25.81 feet; South 02°41'47" East 83.17 feet; South 38°10'48" West 34.81 feet; South 59°23'26" West 86.38 feet; South 23°13'14" West 377.26 feet; South 25°52'40" West 350.67 feet; thence leaving said property line South 89°14'04" West 712.70 feet; thence South 00°46'44" East 1147.27 feet to the Mapleton City Open Space property line; thence along said property line the following nine (9) calls: South 31°29'29" West 21.60 feet; South 18°35'25" West 174.22 feet; South 47°01'13" West 505.47 feet; South 25°14'50" West 236.19 feet; South 85°12'51" West 57.51 feet; South 37°39'42" West 263.40 feet; South 36°00'27" West 214.39 feet; South 38°54'40" West 370.46 feet; South 42°48'14" West 389.47 feet to the Quarter Section line; thence North 00°09'43" East along said Quarter Section line 136.79 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 23; thence South 89°20'35" West along the 1/16 Section line 1307.23 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 23; thence North 00°01'54" West along the 1/16 Section line 1339.39 feet to the Boundary Agreement line recorded as Entry No. 149120:2005 and 112:2006 with the Utah County Recorder's Office; thence South 89°49'15" East along said Boundary Agreement line 626.02 feet; North 01°30'46" East along said boundary agreement line and its line extended 531.90 feet to a point of curvature on the Northwesterly line of a 50.00 foot wide right of way of the Mapleton Lateral Canal; thence along said right of way line and along the arc of a 543.14 foot radius curve to the right 15.13 feet through a central angle of 01°32'56", the chord of which bears South 59°27'07" West 15.13 feet; thence North 29°45'00" West 20.00 feet to a point of curvature on the Northerly line of a 80.00 foot wide right of way of said Mapleton Lateral Canal; thence along said right of way line the following eight (8) calls: along the arc of a 523.14 foot radius curve to the right 216.09 feet through a central angle of 23°40'00", the chord of which bears South 72°05'00" West 214.56 feet; South 83°55'00" West 155.34 feet to a point of curvature; along the arc of a 427.68 foot radius curve to the right 349.35 feet through a central angle of 46°48'00", the chord of which bears North 72°41'00" 339.70; North 49°17'00" West 8.09 feet to a point of curvature; along the arc of a 241.12 foot radius curve to the left 202.56 feet through a central angle of 48°08'00", the chord of which bears North 73°21'00" West 196.66 feet; South 82°35'00" West 386.40 feet; West 524.78 feet to a point of curvature; along the arc of a 193.42 foot radius curve to the left 168.62 feet through a central angle of 49°56'54", the chord of which bears North 64°14'32" West 163.33 feet to the west section line of said Section 23; thence leaving said canal right of way line North 00°18'56" West along said Section line 295.17 feet; thence South 88°29'52" East 660.49 feet to a found rebar and cap stamped with D. Coles No. 3269; thence North 01°34'16" West 435.80 feet to another found rebar and cap stamped with D. Coles No. 3269; thence North 79°12'02" East along a fence line 26.21 feet; thence North 87°57'35" East along a fence line 646.20 feet; thence North 00°21'07" West 251.46 feet; thence South 89°34'11" West 334.92 feet; thence North 00°00'02" East 1047.90 feet; thence North 89°59'58" East 329.90 feet; thence North 55°08'44" East 7.08 feet; thence North 89°59'58" East 327.92 feet; thence South 00°14'20" East 641.43 feet; thence North 89°10'09" East 15.37 feet; thence South 00°00'02" West 129.37 feet; thence North 89°22'35" East 205.64 feet; thence North 00°37'24" West 129.38

feet; thence North 89°28'34" East 108.88 feet; thence North 89°14'05" East 330.13 feet; thence North 89°30'40" East 165.35 feet; thence South 89°51'55" East 127.34 feet; thence North 87°30'29" East 39.96 feet; thence South 03°20'43" East 67.50 feet; thence South 01°58'48" West 134.54 feet; thence South 00°31'42" East 215.57 feet; thence South 00°50'56" East 239.52 feet; thence South 21°46'46" West 10.24 feet; thence East 56.74 feet to the Southeasterly line of the Mapleton Lateral Canal; thence along the said line of said Mapleton Lateral Canal the following nine (9) calls: North 15°11'00" East 57.44 feet to a point of curvature; along the arc of a 271.57 foot radius curve to the right 195.91 feet through a central angle of 41°20'00", the chord of which bears North 35°51'00" East 191.69 feet; North 56°31'00" East 314.98 feet to a point of curvature; along the arc of a 301.57 foot radius curve to the left 301.57 feet through a central angle of 40°44'00", the chord of which bears North 36°09'00" East 209.91 feet; North 15°47'00" East 530.69 feet to a point of curvature; along the arc of a 80.54 foot radius curve to the right 46.39 feet through a central angle of 33°00'00", the chord of which bears North 32°17'00" East 45.75 feet; North 48°47'00" East 55.43 feet to a point of curvature; along the arc of a 731.34 foot radius curve to the left 99.56 feet through a central angle of 07°48'00", the chord of which bears North 44°53'00" East 99.49 feet; North 40°59'00" East 194.00 feet; thence leaving said canal line East 63.67 feet; thence South 00°27'22" East 44.70 feet; thence North 89°23'48" East 212.13 feet; thence South 89°27'24" East 64.83 feet; thence North 00°44'56" West 21.24 feet; thence North 89°05'14" East 1201.01 feet to the point of beginning.

Area = 242.696 Acres

LESS AND EXCEPTING THE FOLLOWING:

Beginning at a point on the Southeasterly line of the 80.00 foot wide right of way of the Mapleton Lateral Canal which point is North 00°18'56" West along the Section line and 1952.63 feet East from the West Quarter corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 01°30'46" East 70.00 feet to the Northwesterly line of the 50.00 foot wide right of way of said Mapleton Lateral Canal; thence along said Northwesterly line of said Canal the following five (5) calls: along the arc of a 543.14 foot radius curve to the left 177.62 feet through a central angle of 18°44'14", the chord of which bears North 49°17'07" East 176.83 feet; North 39°55'00" East 758.05 feet to a point of curvature; along the arc of a 328.17 foot radius curve to the left 71.98 feet through a central angle of 12°34'00", the chord of which bears North 33°38'00" East 71.83 feet to the transition point to the 40.00 foot wide right of way of said Mapleton Lateral Canal; South 62°39'00" East 5.00 feet to the northwesterly line of said 40.00 foot wide right of way; along the arc of a 333.17 foot radius curve to the left 70.75 feet through a central angle of 12°10'00", the chord of which bears North 21°16'00" East 70.62 feet; North 15°11'00" East 37.46 feet; thence leaving said Northwesterly line East 41.45 feet to the Southeasterly line of said 40.00 foot right of way; thence along said Southeasterly line the following eight (8) calls: South 15°11'00" West 48.32 feet to a point of curvature; along the arc of a 373.17 foot radius curve to the right 79.24 feet through a central angle of 12°10'00", the chord of which bears South 21°16'00" West 79.09 feet to a point of transition to a 50.00 foot wide right of way of said canal; South 62°39'00" East 5.00 to the Southeasterly line of the 50.00 foot wide right of way line; along the arc of a 378.17 foot radius curve to the right 82.94 feet through a central angle of 12°34'00", the chord of which bears South 33°38'00" West 82.78 feet; South 39°55'00" West 758.05 feet to a point of curvature; along the arc of a 593.14 foot radius curve to the right 210.50 feet through a central angle of 20°20'00", the chord of which bears South

50°04'50" West 209.40 feet to a point of transition to a 80.00 foot wide right of way line of said canal; South 29°45'00" East 10.00 feet to the Southeasterly line of the 80.00 foot wide right of way; along the arc of a 603.14 foot radius curve to the right 21.20 feet through a central angle of 02°00'52", the chord of which bears South 61°17'03" West 21.20 feet to the point of beginning.

Area = 1.303 Acres

AND ALSO LESS AND EXCEPTING THE FOLLOWING:

All lots, open space, and areas included within Plat "F" The Preserve at Mapleton Residential Development, Mapleton, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder's Office, which property is more particularly described as follows:

BEGINNING AT A POINT WHICH IS S00°09'44"W ALONG THE QUARTER SECTION LINE 658.17 FEET AND EAST 6.48 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 03°20'43" EAST 67.50 FEET; THENCE SOUTH 01°58'48" WEST 134.54 FEET; THENCE SOUTH 00°31'42" EAST 215.57 FEET; THENCE SOUTH 00°50'56" EAST 239.52 FEET; THENCE SOUTH 21°46'46" WEST 10.24 FEET; THENCE EAST 15.29 FEET TO THE NORTHWESTERLY LINE OF THE MAPLETON LATERAL CANAL RIGHT OF WAY; THENCE ALONG SAID CANAL RIGHT OF WAY THE FOLLOWING SIX (6) CALLS: SOUTH 15°11'00" WEST 37.46 FEET TO A POINT OF CURVATURE; ALONG THE ARC OF A 333.17 FOOT RADIUS CURVE TO THE RIGHT 70.75 FEET THROUGH A CENTRAL ANGLE OF 12°10'00", THE CHORD OF WHICH BEARS SOUTH 21°16'00" WEST 70.62 FEET; NORTH 62°39'00" WEST 5.00 FEET TO A POINT OF CURVATURE; ALONG THE ARC OF A 328.17 FOOT RADIUS CURVE TO THE RIGHT 71.98 FEET THROUGH A CENTRAL ANGLE OF 12°34'00", THE CHORD OF WHICH BEARS SOUTH 33°38'00" WEST 71.83 FEET; SOUTH 39°55'00" WEST 758.05 FEET TO A POINT OF CURVATURE; ALONG THE ARC OF A 543.14 FOOT RADIUS CURVE TO THE RIGHT 87.83 FEET THROUGH A CENTRAL ANGLE OF 09°15'54", THE CHORD OF WHICH BEARS SOUTH 44°32'57" WEST 87.73 FEET; THENCE LEAVING SAID CANAL RIGHT OF WAY NORTH 25°21'51" WEST 366.56 FEET; THENCE NORTH 53°11'49" EAST 243.18 FEET; THENCE NORTH 36°48'11" WEST 210.08 FEET; THENCE NORTH 36°59'17" EAST 83.46 FEET; THENCE NORTH 00°37'25" WEST 91.97 FEET; THENCE SOUTH 89°38'53" WEST 253.12 FEET; THENCE NORTH 00°21'07" WEST 231.92 FEET; THENCE NORTH 44°59'38" EAST 80.73 FEET; THENCE NORTH 00°00'02" EAST 240.14 FEET; THENCE NORTH 89°22'35" EAST 77.54 FEET; THENCE NORTH 00°37'24" WEST 129.38 FEET; THENCE NORTH 89°28'34" EAST 108.88; THENCE NORTH 89°14'05" EAST 330.13 FEET; THENCE NORTH 89°30'40" EAST 165.35 FEET; THENCE SOUTH 89°51'55" EAST 127.34 FEET; THENCE NORTH 87°30'29" EAST 39.96 FEET TO THE POINT OF BEGINNING.

AREA = 20.389 ACRES (888134.70 SQ. FT.)

AND ALSO LESS AND EXCEPTING THE FOLLOWING:

All lots, open space, and areas included within Plat "G" The Preserve at Mapleton Residential Development, Mapleton, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder's Office, which property is more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 89°22'35" WEST ALONG THE SECTION LINE 989.29 FEET AND SOUTH 16.69 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SOUTH 00°14'20" EAST 641.43 FEET; NORTH 89°10'09" EAST 15.37 FEET; THENCE SOUTH 00°00'02" WEST 129.37 FEET; THENCE NORTH 89°22'35" EAST 128.10 FEET; THENCE SOUTH 00°00'02" WEST 240.14 FEET; THENCE SOUTH 44°59'38" WEST 80.73 FEET; THENCE SOUTH 00°21'07" EAST 231.92 FEET; THENCE SOUTH 89°38'53" WEST 417.67 FEET; THENCE NORTH 00°21'07" WEST 251.46 FEET; THENCE SOUTH 89°34'11" WEST 337.93 FEET; THENCE NORTH 1047.92 FEET; THENCE NORTH 89°59'58" EAST 332.92 FEET; THENCE NORTH 55°08'44" EAST 7.08 FEET; THENCE NORTH 89°59'58" EAST 327.92 FEET TO THE POINT OF BEGINNING.

AREA = 19.434 ACRES (846534.88 SQ. FT.)

EXHIBIT "B"**Bylaws of The Preserve at Mapleton Home Owners Association**

Capitalized terms used but not defined in this document are as defined by the Declaration and/or applicable law.

- 1. Principal Office.** The Preserve at Mapleton Home Owners Association ("Association") may have such other offices within the State of Utah, as the Board may designate or as the business of the Association may require from time to time.
- 2. Registered Office and Agent.** The Board may designate the registered agent of the Association and may change such designation from time to time.
- 3. Annual Member Meetings.** The first annual meeting and subsequent annual meetings of the Association will be held at a time and in a month specified by the Board.
- 4. Special Member Meetings.** A special meeting of the Association may be called at any time by at least two members of the Board, or by the president of the Association, or by the Members upon the written request of at least 30% of the voting interest of the Association. A special meeting may only be held for the purposes set forth in the notice for that special meeting.
- 5. Place of Member Meetings.** The Board may designate any place in Utah County as the place for any annual or special meeting of the Association.
- 6. Notice of Member Meetings.** Notice of each meeting stating the place, date, and time of the meeting and the purpose or purposes for which the meeting is called, will be delivered to each Member entitled to vote at the meeting, not less than 7 nor more than 90 days before the date of the meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail, postage prepaid, and addressed to the Member at its address as it appears in the records of the Association, or at the actual time the notice is sent by email to the email address of record maintained with the Association. The Board may set a record date for determining the Members entitled to notice. The Association will give notice at the Association's expense of any special meeting called by the Members.
- 7. Quorum – Members/Owners.** Except as otherwise provided in the Declaration or these Bylaws, at any meeting of the members, the presence of members holding, or holders of proxies entitled to vote, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.
- 8. Member Voting Method.** Votes may be cast in person, by proxy, or as determined by the Board, by written ballot.
- 9. Members' Voting Rights.** Subject to the provisions in the Declaration and the Articles of Incorporation, a Member shall be entitled to one (1) vote for each Parcel which he or it owns within the Property, and the Declarant, if any, shall be entitled to the number of votes accorded to such Declarant as provided in the Declaration.

10. Voting by Joint Owners. In the event there is more than one (1) owner of a particular Parcel, the vote relating to such Parcel shall be exercised as such Members may determine among themselves. A vote cast at any Association meeting by any of such Members, whether in person or by proxy or through ballot, shall be conclusively presumed to be the vote attributable to the Parcel concerned, unless an objection is immediately made by another Member of the same Parcel. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

11. Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

12. Suspension of Voting Rights. The Board may suspend the voting rights of an Member for any period during which an assessment remains unpaid. Unless provided otherwise in the Declaration, the Board may also, after notice and hearing, suspend the right of the Member to use the Common Area and facilities during and for up to sixty (60) days following any breach by such Member or occupant of any provision of the Declaration or of any rule or regulation adopted by the Association unless such breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues and up to sixty (60) days thereafter.

13. Action by Proxy. Every proxy must be executed in writing by the Member or its duly authorized attorney-in-fact and filed with the secretary of the Association before or at the time of the meeting. No proxy will be valid after the expiration of one year from the date of its execution unless otherwise provided in the proxy.

14. Action by Written Ballot.

(a) Any action that may be taken at any meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Such written ballot will set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot will be valid only when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Members submitting a written ballot will be considered to have participated in the meeting for all purposes.

(b) All solicitations for votes by written ballot will: 1) indicate the number of responses needed to meet the quorum requirements; 2) state the percentage of approvals necessary to approve each matter other than election of Directors; 3) specify the time by which a written ballot must be received by the Association in order to be counted; and 4) be accompanied by written information sufficient to permit each Member casting a written ballot to reach an informed decision on the matter.

(c) A written ballot may not be revoked.

(d) Action by written ballot will have the same effect as action taken at a meeting.

(e) The number of votes cast by written ballot will constitute a quorum for action on the matter.

(f) A written ballot may also be used in connection with any meeting of the Association, thereby allowing Members the choice of either voting in person or by written ballot delivered by an Member to the Association in lieu of attendance at such meeting. A valid written ballot will be counted

equally with the votes of Members in attendance at any meeting for every purpose.

15. Order of Business. The order of business at any meeting of Members shall be as follows:

- (a) roll call to determine the voting power represented at the meeting;
- (b) proof of notice of meeting or waiver of notice;
- (c) open forum giving Members an opportunity to be heard;
- (c) election of Directors, if applicable;
- (d) report of finances; and
- (e) any other Association business.

16. Expenses of Meetings. The Association shall bear the expenses of all Regular and Annual Meetings of Members and of Special Meetings of Members.

17. Waiver of Notice. A Member may waive any notice required by the Act or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting:

- (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and
- (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

18. Number, Election, Term of Directors. The Board will consist of three Directors. Two Directors will serve for two years, and the third Director will serve for three years. Directors will be elected at the annual Member meetings by a plurality of votes, that is, the candidate(s) with the most votes shall be elected. Nomination for election must be made first by a Nominating Committee. The Nominating Committee will consist of a chairperson, who must be a currently serving Director, and at least two other Members (who may or may not be Directors). The Board will appoint persons to serve on the Nominating Committee, from time to time as determined by the Board. The Board may determine all additional procedures and requirements relating to the conducting of elections for Director positions.

19. General Powers. The property, affairs, and business of the Association shall be managed by the Board. The Board may exercise all of the powers of the Association, whether derived from law, the Article of Incorporation, these Bylaws, or the Declaration, except those powers which are by law or by the foregoing documents vested solely in the members. The Board shall among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Property and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall

be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures. The Board may by written contract delegate, in whole or in part, to an officer and/or a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

20. Compensation - Directors. No Director shall receive compensation for any services that he or she may render to the Association as a Director: provided, however, that a Director may be reimbursed for expenses incurred in performance of his or her duties as a Director to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a Director.

21. Resignation, Removal or Death. A Director may resign before the expiration of his or her term by giving written notice to the president or to the secretary of the Association. Such resignation will take effect on the date specified in the notice. Upon the resignation or death of a Director, the remaining Directors will appoint a replacement Director to serve until his successor is elected. Any Director (other than a Director appointed by the Declarant) may be removed at any time, for or without cause, by the affirmative vote of the Members holding more than fifty percent (50%) of the total number of votes appurtenant to all Parcels in the Property, at a special meeting of the members duly called for such purpose.

22. Board Meetings. Meetings of the Board will be held at least annually, and at any time when called by the president of the Association or by two or more Directors, upon the giving of at least two business days' prior notice of the time and place of the meeting to each Director by hand-delivery, email, text, or any other manner deemed fair and reasonable by the Board. Any business may be transacted at a Board meeting. No notice of a Board meeting need state the purposes for holding the meeting, and no notice of any adjourned Board meeting will be required. If the Board establishes a regular meeting schedule, then such regular meetings of the Board may be held without notice of the date, time, or place of the meeting to the other Directors. Directors may choose to attend any meeting virtually or by electronic means.

23. Place of Meetings. The Board may designate any location in Utah County convenient to the Directors in which to hold a Board meeting. Directors may participate in any Board meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Directors who participate in a Board meeting by such means will be considered present for all purposes, including the presence of a quorum.

24. Quorum - Directors. A majority of Directors will constitute a quorum for the transaction of business, but a lesser number may adjourn any Board meeting from time to time. When a quorum is present at any Board meeting, a majority of the Directors in attendance will decide any question brought before such meeting.

25. Waiver of Notice. Before, at, or after any Board meeting, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at a Board meeting will constitute a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business based on a claim that the meeting was not duly called or convened.

26. Informal Action by Directors. Any action required or permitted to be taken at a Board meeting may be taken without a meeting (*e.g.*, via email or text correspondence) if each Director in writing either: (1) votes for the action, or (2) votes against the action, or (3) abstains from voting and waives the right to demand that action not be taken without a meeting.

27. Officers. The Officers shall be appointed by the Board. The Officers of the Association shall be a president, a vice president, and a secretary/treasurer. The Board may appoint such other Officers, assistant Officers, committees, and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who will be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any Officer, agent, or employee are not prescribed by these Bylaws or by the Board, such Officer, agent, or employee will follow the orders and instructions of the president.

28. Removal of Officers. The Board may remove any Officer at any time, for any reason, with or without cause.

29. Vacancies. A vacancy in any office will be filled by the Board for the unexpired portion of the term.

30. President. The president will be the chief Officer of the Association. The president will preside at all Association meetings and Board meetings. The president will have the general and active control of the affairs and business of the Association and general supervision of its Officers, agents, and employees. The president is designated as the Officer with the power to prepare, execute, certify, and/or file duly authorized and approved amendments to the Articles of Incorporation, Bylaws, and the Rules and Regulations on behalf of the Association.

31. Vice President. The vice president will assist the president and will perform the duties assigned to him by the president or the Board. In the absence of the president, the vice president will have the powers and perform the duties of the president.

32. Secretary/Treasurer. The Secretary/Treasurer will:

(a) keep, or cause to be kept, the minutes of the proceedings of Association meetings and Board meetings;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws;

(c) maintain the records of the Association;

(d) perform all other duties incident to the office of secretary and the duties assigned to her or him by the president or the Board;

(d) be the principal financial Officer of the Association and will have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association;

(e) receive and give receipts and acquittances for moneys paid in on account of the Association and will pay out of the funds on hand all bills, payrolls, and other just debts of the Association upon maturity;

(f) perform all other duties incident to the office of treasurer and, upon request of the Board, make such reports to it as may be required at any time;

(g) if required by the Board, give the Association a bond for the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property in his possession or under his/her control belonging to the Association; and

(h) have such other powers and perform such other duties assigned to her or him by the president or the Board.

33. Compensation – Officers. No officer shall receive compensation for any services that he or she may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his or her duties as an officer to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or capacity as an officer.

34. Owner Contact Information. Each Member is required to register a phone number capable of receiving and transmitting text messages, a mailing address, and an email address with the Association within ten (10) days after becoming a Member. Upon purchasing a Parcel in the Project, each Member shall promptly furnish to the Association a certified copy of the recorded instrument by which Membership of such Parcel has been vested in such Member, which copy shall be maintained in the records of the Association. The contact information of each Member will be kept in the records of the Association. Members must notify the Association of any change in contact information within ten (10) days after the change. Any notice delivered to a Member's registered information or—if the Member fails to register an address with the Association—to the address on file with the County Recorder, will be deemed duly delivered.

35. Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

36. Notice. In any circumstance where notice is required to be given to the homeowners, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

37. Indemnification – Third Party Action. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

38. Indemnification – Association Action. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Director or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner be reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

39. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Director officer, employee, or agent of the Association, or who was or is serving at the requests of the Association as a Director, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a Director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit) against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to Bylaws shall constitute expenses of the Association and shall be paid with funds from the assessments collected from the members, as referred to in the Declaration.

40. Rules and Regulations. The Board may from time to time, adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof.

41. Books and Records. The Association shall keep, maintain and provide access to its records as required by applicable law.

42. Annual Report. The Board shall cause to be prepared made available to each Member an annual report containing: (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year, (c) a statement of changes in financial position for such fiscal year, and (d) a statement of any changes to the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found.

43. Enforcement. In the event of an alleged violation by a Member or Occupant ("Respondent") of the Declaration, these Bylaws, or the Rules and Regulations of the Association, the Board, Association and/or Members shall have the right to enforce these Bylaws and other governing documents of the Association, in the manner provided within these various documents or in any manner available at law or in equity.

44. Amendment. Except as limited by law, these Bylaws may be amended by approval of at least a majority of the Board of Directors as constituted at any time.

[End of Bylaws]

EXHIBIT "C"**Properties removed from the 2007 Declaration**

All lots, open space, and areas included within Plat "F" The Preserve at Mapleton Residential Development, Mapleton, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder's Office, which property is more particularly described as follows:

BEGINNING AT A POINT WHICH IS $500^{\circ}09'44''$ W ALONG THE QUARTER SECTION LINE 658.17 FEET AND EAST 6.48 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH $03^{\circ}20'43''$ EAST 67.50 FEET; THENCE SOUTH $01^{\circ}58'48''$ WEST 134.54 FEET; THENCE SOUTH $00^{\circ}31'42''$ EAST 215.57 FEET; THENCE SOUTH $00^{\circ}50'56''$ EAST 239.52 FEET; THENCE SOUTH $21^{\circ}46'46''$ WEST 10.24 FEET; THENCE EAST 15.29 FEET TO THE NORTHWESTERLY LINE OF THE MAPLETON LATERAL CANAL RIGHT OF WAY; THENCE ALONG SAID CANAL RIGHT OF WAY THE FOLLOWING SIX (6) CALLS: SOUTH $15^{\circ}11'00''$ WEST 37.46 FEET TO A POINT OF CURVATURE; ALONG THE ARC OF A 333.17 FOOT RADIUS CURVE TO THE RIGHT 70.75 FEET THROUGH A CENTRAL ANGLE OF $12^{\circ}10'00''$, THE CHORD OF WHICH BEARS SOUTH $21^{\circ}16'00''$ WEST 70.62 FEET; NORTH $62^{\circ}39'00''$ WEST 5.00 FEET TO A POINT OF CURVATURE; ALONG THE ARC OF A 328.17 FOOT RADIUS CURVE TO THE RIGHT 71.98 FEET THROUGH A CENTRAL ANGLE OF $12^{\circ}34'00''$, THE CHORD OF WHICH BEARS SOUTH $33^{\circ}38'00''$ WEST 71.83 FEET; SOUTH $39^{\circ}55'00''$ WEST 758.05 FEET TO A POINT OF CURVATURE; ALONG THE ARC OF A 543.14 FOOT RADIUS CURVE TO THE RIGHT 87.83 FEET THROUGH A CENTRAL ANGLE OF $09^{\circ}15'54''$, THE CHORD OF WHICH BEARS SOUTH $44^{\circ}32'57''$ WEST 87.73 FEET; THENCE LEAVING SAID CANAL RIGHT OF WAY NORTH $25^{\circ}21'51''$ WEST 366.56 FEET; THENCE NORTH $53^{\circ}11'49''$ EAST 243.18 FEET; THENCE NORTH $36^{\circ}48'11''$ WEST 210.08 FEET; THENCE NORTH $36^{\circ}59'17''$ EAST 83.46 FEET; THENCE NORTH $00^{\circ}37'25''$ WEST 91.97 FEET; THENCE SOUTH $89^{\circ}38'53''$ WEST 253.12 FEET; THENCE NORTH $00^{\circ}21'07''$ WEST 231.92 FEET; THENCE NORTH $44^{\circ}59'38''$ EAST 80.73 FEET; THENCE NORTH $00^{\circ}00'02''$ EAST 240.14 FEET; THENCE NORTH $89^{\circ}22'35''$ EAST 77.54 FEET; THENCE NORTH $00^{\circ}37'24''$ WEST 129.38 FEET; THENCE NORTH $89^{\circ}28'34''$ EAST 108.88; THENCE NORTH $89^{\circ}14'05''$ EAST 330.13 FEET; THENCE NORTH $89^{\circ}30'40''$ EAST 165.35 FEET; THENCE SOUTH $89^{\circ}51'55''$ EAST 127.34 FEET; THENCE NORTH $87^{\circ}30'29''$ EAST 39.96 FEET TO THE POINT OF BEGINNING.

AREA = 20.389 ACRES (888134.70 SQ. FT.)

AND

All lots, open space, and areas included within Plat "G" The Preserve at Mapleton Residential Development, Mapleton, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder's Office, which property is more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH $89^{\circ}22'35''$ WEST ALONG THE SECTION LINE 989.29 FEET AND SOUTH 16.69 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SOUTH $00^{\circ}14'20''$ EAST 641.43 FEET; NORTH $89^{\circ}10'09''$ EAST 15.37 FEET; THENCE SOUTH $00^{\circ}00'02''$ WEST 129.37 FEET; THENCE NORTH $89^{\circ}22'35''$ EAST 128.10 FEET; THENCE SOUTH $00^{\circ}00'02''$ WEST 240.14 FEET; THENCE SOUTH $44^{\circ}59'38''$ WEST 80.73 FEET; THENCE SOUTH $00^{\circ}21'07''$ EAST 231.92 FEET; THENCE SOUTH $89^{\circ}38'53''$ WEST 417.67 FEET; THENCE NORTH $00^{\circ}21'07''$ WEST 251.46 FEET; THENCE SOUTH $89^{\circ}34'11''$ WEST 337.93 FEET; THENCE NORTH 1047.92 FEET; THENCE NORTH $89^{\circ}59'58''$ EAST 332.92 FEET; THENCE NORTH $55^{\circ}08'44''$ EAST 7.08 FEET; THENCE NORTH $89^{\circ}59'58''$ EAST 327.92 FEET TO THE POINT OF BEGINNING.

AREA = 19.434 ACRES (846534.88 SQ. FT.)

EXHIBIT "D"

DESIGN REVIEW COMMITTEE FEES AND DEPOSITS

1. Fee Calculations

Lots less than 1.5 acres

Design Review Fees in the amount of \$3,000 are to be submitted with the Preliminary Plan Package in order to initiate the design review process.

Construction Review Fees in the amount of \$3,000 plus \$4,000 refundable Completion Bond shall be submitted to initiate Construction Approval process required to submit to Mapleton for a building permit.

Lots equal to or larger than 1.5 acres

Design Review Fees in the amount of \$5,000 are to be submitted with the Preliminary Plan Package in order to initiate the design review process.

Construction Review Fees in the amount of \$5,000 plus \$10,000 refundable Completion Bond shall be submitted to initiate Construction Approval process required to submit to Mapleton for a building permit.

THE PRESERVE AT MAPLETON

Amended Design Guidelines

2/27/21

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1. Introduction

1.1 Intent

These guidelines are intended to be used in the development of individual lots. They are organized first to discuss the approval process itself and the steps and entities involved in obtaining design approval. Next issues relative to site design followed by a section addressing issues relative to architectural design. In the case of site design, the general issues addressed include overall landscape character, land forms, existing site vegetation, views, location of construction, grading, drainage, landscaping, impervious surfaces (paths, driveways, parking, plazas), gates and entrances, fences and retaining walls, signage, lighting, decks and patios, and amenities (such as pools). In the case of architectural design, the general issues include building character and style, scale and massing, materials, exterior spaces near buildings, roofs, and wall surfaces.

1.1.2 The Preserve at Mapleton is a planned residential community located on approximately 189 acres at the base of the Bonneville shoreline trail and Wasatch Mountains. The following design guidelines are created to ensure, protect, and maintain the aesthetic quality and integrity of The Preserve at Mapleton. The objective is to allow for flexibility of creative design and expression by property owners while maintaining harmony between the individual homes, the community and the natural beauty of the land. In this way, The Preserve at Mapleton hopes to protect and enhance the investment of each.

1.1.3 The development of The Preserve at Mapleton as a community, as well as the development of or alteration of each homesite The Preserve at Mapleton is controlled and restricted by the Covenants, Conditions and Restrictions for The Preserve at Mapleton (hereinafter "CC&Rs"), as well as by all applicable government codes and regulations among which are conditions embodied in the First Amended Density Determination of Mapleton City and the Conditions of Approval for The Preserve at Mapleton Estates Lots. Homesite owners in The Preserve at Mapleton will enjoy use of its many facilities through their membership in The Preserve at Mapleton Homeowners Association (HOA). As members of the Preserve at Mapleton HOA, each owner will share in the Preserve At Mapleton HOA's responsibilities for the common elements described in the CC&Rs, private streets and gates, infrastructure facilities, and landscaping along roadways, open space and trails, and recreational amenities. The intent of the CC&Rs is to achieve the character and quality of development that will distinguish The Preserve at Mapleton as a premier residential and resort community. To further refine the requirements contained in the CC&Rs, these Design Guidelines ("Guidelines") have been established by the Design Review Committee (hereinafter "DRC"), whose chairman and members are appointed by the Preserve At Mapleton HOA Board pursuant to the CC&Rs. These Guidelines are intended to supplement the CC&Rs in the submittal of lot or parcel development plans by providing to the respective lot or parcel owners and their consultants more information on which to base preparation of their submittal packages. These Guidelines will also serve to provide the members of the DRC data upon which to base the review and approval. In addition, the procedures for submittal and review are described in these Guidelines. It should be noted that these Guidelines are in no way intended to supersede any applicable statutes, codes, ordinances or regulations of a controlling governmental jurisdiction and it is the sole responsibility of the individual owner to comply with governmental codes and regulations. Each of the CC&Rs, these Guidelines and/or applicable government codes and regulations may be more restrictive than the other. In general, the most restrictive regulation will govern. Any specific conflicts between the CC&Rs, these Guidelines and applicable governmental codes and regulations shall be brought to the immediate attention of the DRC. Mapleton City will not issue a building permit to the individual owners of homesites in The Preserve at

Mapleton without written evidence of approval by the DRC. A building permit from a governmental agency without the companion approval of the DRC does not confer upon the lot owner or his contractors and agents the right to commence construction. Each owner of a lot or development parcel within The Preserve at Mapleton should familiarize himself/herself with the intent and requirements of the CC&Rs, these Guidelines and all applicable governmental codes and regulations and, through their landscape architects; architects and engineers, implement all provisions applicable to the maintenance and development of his lot or parcel. All improvement plans, including but not limited to site plans, building and utility plans, landscaping plans, lighting design and graphic and signage designs, must be submitted to the DRC for review and approval.

1.2 Design Review Committee

The objective is to allow for flexibility of creative design and expression by property owners while maintaining harmony between the individual homes, the community and the natural beauty of the land. In this way, The Preserve at Mapleton hopes to protect and enhance the investment of each homesite owner. The DRC shall consist of three (3) members appointed by the Board of Trustees of the Association. Within the group of 3 Members, 2 will be contracted from one of the following professions: Architect/General Contractor/Designer. Those professionals will be chosen by the board and will be compensated per HOA Board discretion. Two members shall constitute a quorum to transact any business of the DRC. At its discretion, the Board may designate an alternate member of the DRC to substitute for any regular member unable to be present at regularly scheduled meetings. Members of the DRC need not be members of the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association. Any member may be removed by the Board of Trustees at any time by written notice to such appointee. A successor to fill such vacancy shall serve the remainder of the term of the former member. Any member of the DRC may at any time resign upon written notice delivered to the Board of Trustees.

2 Design Approval Process

2.1 Approving Bodies

2.1.1 The primary entity for approval of any improvements, construction or landscaping, or alterations thereof, within The Preserve at Mapleton is The Preserve at Mapleton Design Review Committee {hereinafter "DRC"}. Mapleton City will also review all construction documents previously approved by DRC. No design, drawings or specifications may be submitted to Mapleton City without first having been reviewed and stamped approved by the DRC.

2.1.2 In addition to obtaining all necessary approvals from the DRC as set forth in the CC&Rs and these Design Guidelines, each property owner is obligated to obtain all necessary jurisdictional governmental approvals and to prepare plans and specifications in accordance with all applicable governmental laws and regulations affecting the use of his or her property and the improvements constructed thereon.

2.1.3 The Preserve at Mapleton, in an effort to maintain a high standard of architectural design and landscape design, requires that all documents submitted for DRC approval be stamped and signed by a Utah State Licensed Architect and Landscape Architect. Surveying, Civil Engineering, Structural Engineering related documents within the package must be certified by licensed professionals as required by local jurisdiction. Surveying, and Structural Engineering

related documents within the package must be certified by licensed professionals as required by local jurisdictions.

2.1.4 Approval of any proposed or existing improvement by the DRC shall not be construed to warrant or represent that the improvement was approved by or complies with the appropriate standards of any public agency that has jurisdiction over such improvement. Similarly, approval of any proposed or existing improvement by any public agency having jurisdiction over the improvement shall not constitute approval by the DRC.

2.1.5 The DRC shall not be responsible for reviewing and/or approving any plans and specifications for engineering design, structural engineering and safety, or for compliance with applicable zoning, building or other county, state or federal laws, ordinances or policies.

2.2 The Process

All required fees, bonds and deposits must be paid to The Preserve at Mapleton Homeowners Association before any preliminary work may be performed. Once a parcel or lot has been purchased, the purchaser shall:

2.2.1 Engage a licensed land surveyor to conduct a site survey of the vegetation, topography at 2 ft. contour intervals and other natural site features and prepare an existing conditions map at a minimum scale of 1" = 20'.

2.2.2 Engage consultants (planner, engineer, architect) to prepare a preliminary site plan showing dwelling coverage and other impervious elements at a minimum scale of 1" = 20'

2.2.3 Engage consultants (planner, engineer, architect) to prepare a grading, drainage, erosion control plan at a scale of 1" = 20'. All lot grading plans must be prepared by an architect and/or civil engineer in accordance with all applicable Mapleton City regulations and ordinances and must be approved by the DRC and Mapleton City. All necessary bonds and/or deposits required by The Preserve at Mapleton HOA and Mapleton City must be paid prior to commencing any grading work on a lot. The Owner will also provide a report from a qualified soils engineer giving soil and geology clearance; Grading plans must include the following information; (a) existing and proposed contours with a two (2) foot contour interval minimum; (b) finished pad elevations; (c) slopes with elevations of top and bottom of slope; (d) surface and subsurface drainage provisions with top of grade and invert elevations, retaining walls with elevations at the top and bottom of wall, and locations and mountings for site improvements such as planters, accessory buildings, and walls; Surface drainage of paved areas must be sloped at standards established by Mapleton City and the DRC. Surface drainage of landscape areas and planted swales must be sloped to drain. Lots unable to meet the minimum surface drainage requirements must use a subsurface drainage system with drain inlets at adequate intervals; All drains must use approved inlets with appropriate grates. The minimum slope for the drains is one percent (1 %). All above ground drainage devices must be colored to match the existing soil, landscape or hardscape color. Develop a landscape plan at a minimum scale of 1" = 20'. Spray irrigation cannot cross property lines.

2.2.4 Engage consultants (planner, engineer, architect) to prepare schematic architectural drawings including floor plans and exterior building elevations at a scale 1/4" = 1' to indicate exterior building materials on the elevations. Realistic rendering to be included with the actual proposed materials shown.

2.2.5 Submit this Initial Preliminary Plan Package to the DRC for the first review, comments and requested revisions or additional information requirements The Initial Preliminary Plan Package must include the application provided by the DRC with the following current information:

- a) Property owner's name
- b) Mailing address
- c) Business and resident telephone numbers including area code
- d) Lot or parcel number (site of proposed construction)
- e) Address of property
- f) Name, address and telephone number of the property owner's representative and/or consultants (architect, land planner, engineer, surveyor)
- g) List of drawings included
- h) Design Review and HOA Completion bond Fees

In addition to the above information the Initial Preliminary Plan Package shall include:

- a) Site Survey
- b) Conceptual Site Plan & Grading
- c) Conceptual Landscape Plan
- d) Floor Plans
- e) Building Elevations
- f) Building Section for height calculations
- g) Roof Plan

A 3-d rendering will need to be submitted to the DRC to better understand the project.

2.2.6 A preliminary meeting shall be held at the property with the DRC and Owner's Architect during DRC's preliminary plan review. The corners of the residence shall be staked and be provided with height indicators if requested by the DRC. DRC will review view corridors, height restrictions and site related concerns of the subject property at this meeting.

2.2.7 The DRC will have up to thirty (30) days to either approve or disapprove the proposed improvements as presented in the Preliminary Plan Package. Failure by the DRC to act within this thirty-day period shall constitute denial of the request set forth in the submittal. In the event of such denial through non-action by the DRC, the property owner may make formal written request for notification of the status of his submittal. This formal request constitutes a re-submittal of the Preliminary Plan Package. Failure by the DRC to act on this re-submittal within thirty (30) calendar days will constitute approval of the submittal. Should the DRC disapprove a Preliminary Plan Package submittal, the property owner may have the right to appeal the decision to The Preserve at Mapleton HOA pursuant to The Preserve at Mapleton CC&Rs.

2.2.8 Once the property owner has the DRC's written approval, he may then authorize his consultants to begin preparation of construction documents. The Construction Documents Package must contain all of the documentation in the preliminary plan package together with the following:

- a) Civil engineering
- b) Grading and drainage plans
- c) Completed landscape plans
- d) Exterior amenity details
- e) Wall Sections

- f) Envelope details
- g) Structural engineering
- h) All other documents required for building permit
- i) Color Sample Board

A colored or 3-d rendering or model shall be submitted as requested by the DRC to better understand the project. The Construction Documents Package shall be submitted to the DRC for review, comments, and ultimate approval. The DRC shall again have up to thirty (30) days to review and approve or disapprove the Construction Documents Package using the same procedures and in the same manner as the Preliminary Plan Package. Once any required DRC revisions and/or additions to the documentation are complete and reviewed, the DRC will issue written approval of the final construction documents package which can then be submitted to Mapleton City for review, comments, approval and issuance of building and grading permits. No submission can be made to Mapleton City without first obtaining written from the DRC. Mapleton City will not accept or receive construction documents without this written approval. When the property owner has obtained from Mapleton City a building permit, copies of the building permit must be provided to the DRC together with copies of the County's comments and additional requirements. The DRC reserves the right to impose additional requirements upon the property owner if the County's comments deviate from the previously approved plans. The DRC shall impose any additional requirements arising in conjunction with its review of the County's comments within thirty (30) days of receipt of those comments.

2.3 Fees and Deposits

2.3.1 Design Review Fees

Design Fees cover the cost for the DRC to review the Preliminary Plan Submittal, Revised Preliminary Plan Submittals, Revised Construction Documents Submittal, Construction Administration Services, and the Final Property Inspection. The cost of any additional review services that may be required by the DRC to fulfill its duties pertaining to a specific Lot will be first deducted from the deposit and billed to the lot Owner thereafter.

2.3.2 Completion bonds

The completion bonds assure the proper clean-up of construction debris and limited repair of any damage to the landscaping, private streets, and entry gates within The Preserve at Mapleton caused by the owners or agents in construction occurring on their site. In the event that this deposit is depleted during construction, the property owner must replenish the deposit before construction can continue. The \$3,000 Deposit shall not limit the liability of owner to DCMA regarding any repair to any damage caused by the owner or the rights and remedies of DCMA against owner regarding such repair to any damage caused by owner. Any remaining portion of the deposits is to be refunded upon completion of an owner's improvements. The completion bond fee may be increased at the discretion of the Preserve At Mapleton HOA or the DRC.

2.3.3 Construction Administration Fee The construction administration fee covers the cost of managing the general contractors during residential construction. This management serves to benefit current Owners occupying their properties, insures enforcement of construction regulations and preserves the quality of infrastructure improvements.

2.3.4 Fee Calculations

Design Review fees are to be submitted with the Preliminary Plan Package in order to initiate the design review process.

Construction Review fees plus refundable Completion Bond shall be submitted to initiate Construction Approval process required to submit to Mapleton for a building permit.

Summary of fees:

Lots less than 1.5 acres

Design Review Fees in the amount of \$3,000 are to be submitted with the Preliminary Plan Package in order to initiate the design review process.

Construction Review Fees in the amount of \$3,000 plus \$4,000 refundable Completion Bond shall be submitted to initiate Construction Approval process required to submit to Mapleton for a building permit.

Lots equal to or larger than 1.5 acres

Design Review Fees in the amount of \$5,000 are to be submitted with the Preliminary Plan Package in order to initiate the design review process.

Construction Review Fees in the amount of \$5,000 plus \$10,000 refundable Completion Bond shall be submitted to initiate Construction Approval process required to submit to Mapleton for a building permit.

2.4 Insurance

Prior to the commencement of construction, the property owner shall purchase and require his or her contractor to purchase general and auto liability insurance and shall maintain and cause contractors to maintain such insurance. Certificate(s) of Insurance must be maintained for the entire period of time necessary to construct the owner's improvements or any addition thereto in an amount not less than one million dollars (\$1,000,000). Each liability insurance policy shall contain the following clauses:

- a) "This insurance shall not be canceled, limited in scope of coverage, or non-renewed until thirty days written notice has been given to The Preserve at Mapleton Homeowners Association."
- b) "This insurance policy, which names The Preserve at Mapleton Homeowners Association, The Preserve at Mapleton Design Review Committee as additional insureds, is primary and any insurance maintained by such additional insured shall be non-contributing."

3 Design Guidelines

3.1 Site Analysis and Design Considerations

With the information gathered from on-site visits, surveys and other sources the owner and hired consultants should prepare a contour site plan indicating views, light paths, prevailing winds, and existing features such as vegetation, streams, ponds, fences, easements, etc.

3.2 Site Design

3.2.1 General Site Design

The Design Guidelines encourage site sensitive home building designs, which work with the land and optimize the relationships of driveways, building massing, open space and vegetation. Design of homes

should avoid imposing singular massing in favor of multiple wall planes. Window openings should be designed as a consistent family and be of consistent detail.

3.2.2 Building Envelopes

While minimum Setbacks provided by the city are maintained, based on the acreage and a lot by lot assessment, it is encourage that the distance the home is set back closely correlates with the neighboring properties with the intent to create a stately feel. It is encouraged that lots capable of larger setbacks without hindering useage be closer to 60', but will range based on layout of home and lot size. This should be discussed with the DRC on a lot per lot basis.

3.2.3 Impervious Surfaces

All paved surfaces in The Preserve at Mapleton should be of a scale and character suitable to the surrounding environment, responding to climate, terrain, and the palette of natural materials and colors existing on the site. Aesthetic and functional considerations should be employed in the choice of materials for paved areas. Driveway concrete must extend to the approach at the street.

It is very important that materials designated for use in plaza areas and major pedestrian walks be selected with regard to durability, maintenance, stability, and aesthetic appearance. It is also important that the selected paving material be applied consistently and uniformly to all pedestrian areas to enhance the overall design theme and continuity of The Preserve at Mapleton and avoid a piecemeal approach, which would result in a multiplicity of materials, surfaces and wear quality. Stairways and transitions throughout the outdoor spaces at The Preserve at Mapleton should employ a uniform tread width and riser height wherever possible. Pedestrian walkways and access should be accommodated as a part of the planning and development of all properties.

3.2.4 Gates and Entrances

When designed properly, gateways and entrances contribute a great deal to establishing the character and theme of a development. Driveways for individual homesites may include private entrance gates and landscaping in keeping with the natural environment. The following guidelines are suggested for the construction of entrance gates:

1. Gates may not exceed 6 feet in height for more than 75% of the length; and 12 feet in length on each side to road centerline or 24 feet wide maximum.
2. Gate operator mechanisms shall conform to Fire Department regulations.
3. Gates shall be set back at least 25 feet from property lines unless approved otherwise by DRC board.
4. Materials required include native stone, wood, or concrete for supports and iron or wood for gates.
5. Minimal diffused lighting of the project name and/or address should be used.
6. Mechanical gates are permitted but should be of wood, wrought iron or other approved material.
7. No sentry or barrier gates (gates with mechanical arms) will be allowed except in parking lots or storage areas.
8. Shiny aluminum, chain link, vinyl coating or other shiny fencing materials are not permitted. Gate design is subject to approval from the DRC on a case by case basis.

3.2.5 Temporary Construction & Sales Signage

Each property under construction is allow 2 signs identifying the Architects and Builders. The signs should be no larger than 24"x36" and be placed off the road no less than 20' and no higher than 5' to the top of the signs from existing grade.

For Sale signs should follow the same signs requirements as the construction and should identify contact and information regarding the sale of the property. One sign is permitted on the for sale sproperty only. All signs shall be maintained properly.

3.2.6 Lighting

Driveways, porches and patios, entrances and pathways may be illuminated for safety and security. Landscaping and architectural features may be also be lit. In all cases, dark sky compliant lighting is strongly encouraged in order to preserve the night sky, and reduce glare to pedestrian or vehicular traffic. Lighting shall be installed such that the direct light source is not visible from neighboring lots; the effect of the lighting is to be emphasized, not the source.

3.2.7 Landscape Structures and Site Furnishings

The development of outdoor spaces and landscaping. Often includes structures and site furnishings (decks, gazebos, benches, playground equipment, drinking fountains, trash receptacles, kiosks, etc.}. These elements should be designed as extensions of the architecture and the spaces rather than as separate items. Additionally, landscape structures and site furnishings should conform to the common site character established for the development. These are among the elements of The Preserve at Mapleton that serve to reinforce design character, facilitate pedestrian use, and enliven the outdoor spaces. Swimming pool equipment shall be located in a manner complying with all applicable Mapleton City regulations and ordinances. Location of the equipment should minimize the impact of noise and view from neighboring lots. Pool design must be reviewed and approved by a licensed engineer and Mapleton City. All pool equipment must be fully enclosed with solid walls and a solid gate, which match the color of the adjacent building. Landscape screens or wood fences can be used in place of solid walls and gates. Pool equipment must be either below grade or set back at least thirty (30) feet from the rear and side setback property lines. Swimming pools must be designed to drain into the sewer system. Outdoor courts and recreation areas may be fenced with the following: Vinyl coated chain link or other high end metal fencing will be allowed on a case by case basis only at tennis courts and other similar areas as approved by the DRC.

3.2.8 On-Lot Site Planning

To receive approval for any site plan and associated architectural designs, and obtain a subsequent building permit for a property in The Preserve at Mapleton, the property owner must meet the requirements of the following entities:

- The Preserve at Mapleton Design Review Committee
- Mapleton City

No building permit will be applied for without the Design Review Committee (DRC) approval stamp. The DRC and Mapleton City will expect "good planning practices" to be followed by each property owner and his selected consultants. Consequently, a summary of those practices is included here. The first step in site design is a careful analysis of a given parcel or lot to identify its natural features, constraints and opportunities. This analysis must, at minimum, include a careful examination of the following site considerations:

1. Existing Grade Survey in 2' elevation increments
2. Points of access and recommended driveway or entrance alignments
3. Hydrology and water resources
4. Wind and storm patterns
5. Existing and potential views
6. Existing landforms and grades

7. Building envelopes for construction
8. Location of existing utilities
9. Relationship to adjacent homes or other land uses
10. Sunlight/solar exposure and light patterns

This site analysis is meant to serve as a basis for decision-making during the site design process. In preparing designs, the intent is to preserve and protect the environmental and scenic quality of a site and respect the integrity of adjacent development and land uses. Any improvements on the recommendations presented in these guidelines or more in-depth research of factors affecting the physical planning and development of any site are encouraged. The site evaluation should make use of relevant consultants--architects, civil engineers, soils engineers, landscape architects, geologists and other specialists--as required. It should draw upon topographic and vegetation surveys, site photographs, soils reports, site visits and any other documentation helpful in forming an accurate picture of the site's condition. Additional specific design expectations are outlined below.

3.2.9 Existing Land Forms

Each property has its own unique natural features, i.e. significant vegetation, drainage ways, large boulders, rock outcrops, steep slopes. In general, these features need to be considered and analyzed prior to the development of a property. In some cases, these conditions present opportunities that can benefit a development if preserved or properly utilized. In other cases, natural features may present constraints to development that will require mitigation to minimize potential impacts. It is the task of each property owner and their consultants to arrive at a site design that integrates and preserves these features. The purpose of the required initial survey and existing conditions mapping is to catalogue each site's unique features so these can be preserved during site improvement.

3.2.10 View Corridors

Building lots have been laid out with building envelopes already established to optimize each lot's view relative to neighboring lots. The building envelopes for the Estate lots are governed by required setbacks. In developing the site and building designs, with regard to views, the following must be considered:

- Views from the site
- Views of the site from surrounding property
- Views through the site to features beyond

As far as possible, pristine natural views should be preserved and protected. Buildings and other man made features, as well as new vegetative plantings should not unnecessarily obstruct the natural views from other properties. Unsightly views such as unmitigated hillside scarring, exposed maintenance or service areas, and open rubbish heaps will not be allowed.

3.2.11 Erosion Control

After Construction:

1. All embankments constructed as part of cut/fill operations will be seeded and mulched as soon as final grading has been completed.
2. All building site areas must be seeded and mulched as soon as final grading has been completed.

3.2.12 Site Grading Requirements

All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be completed within the owner's property area in accordance with all applicable Mapleton City regulations

and ordinances. Open slope landscaping and roadways damaged by any construction of any property owner must be replaced, per Mapleton City at the lot owner's expense.

3.2.13 Driveway Grading

Heated driveways are encouraged and driveway slopes should not exceed 12% at any point. If site conditions require that any point along a driveway exceeds 12% then a snow melt system is recommended. Changes in the grade along the length of the driveway must be designed in accordance with recognized civil engineering road design standards and this information must be clearly indicated on the driveway design plans. Abrupt changes in grade are not acceptable. Where snow melt driveway systems are installed the shoulder strip approximately six feet in width or approach from the roadway servicing the residence should be provided with its own separate zone. This will prevent costly replacement in the event that the utilities in the shoulder need to be worked on at some point in time.

3.2.14 Drainage

Each Lot owner will be required to develop a site drainage plan in conjunction with the site grading plan. Where required by Mapleton City of the approved The Preserve at Mapleton plans and specifications, this plan shall include a storage/infiltration system which meets the requirements set forth in the approved The Preserve at Mapleton plans and specifications for individual Lot drainage. The design and installation of these on-lot drainage systems is the responsibility of the Lot owner.

3.2.15 On-Lot Landscape Standards

The Preserve at Mapleton requires landscape plans to be submitted before 4-way for DRC approval. All landscaping should be appropriate for the house design and lend itself to blending with neighboring landscaping designs. All landscape areas must be irrigated with a permanent below grade irrigated system controlled by individual homeowners with automatic control valves. Low precipitation heads shall be utilized for maximum water conservation and slope stability. Pop up type heads should be used adjacent to driveways and walkways. These systems should be installed as soon as possible after construction and prior to placement of plant material. Use of proven name-brand equipment, tensiometers and automatic controllers is highly recommended. Irrigation construction drawings should indicate all components used and their method of installation. On-property maintenance shall be performed on a weekly basis, and shall include:

- Trimming and cutting lawns
- Pruning shrubs and trees that affect viewsheds of others
- Removal of dead or dying shrubs
- Removal of all weeds
- Cleaning of all drains to protect slopes
- The on-property maintenance will include brush clearing and thinning for firebreak in accordance with all applicable governmental codes and regulations

3.3 Building Envelope and Controls

The intent for the Preserve is to have a fresh and timeless feel to all of the materials and properties within its limits. We are trying to preserve styles that have historically been popular and stylistic in nature. Many of these historic and timeless architectural styles have been updated and contemporized over time to suit the needs and materials of current times. That said, the intent is to preserve some of those aspects within the community and to not mitigate trends and styles that were born out of an attempt to match minimum needs and material constraints.

3.3.1 Building Character and Scale

The Preserve at Mapleton encourages quality architecture and building materials. The following types of buildings are not recommended:

- Prairie Style
- Southwestern
- Cabin

The aesthetic for the preserve is to implement creative and classical architecture that can even be contemporary or modern. The focus will be on color palette and materials that are not too overwhelming. Adding depth and architectural character details is essential for the preservation of quality architecture.

3.3.2 Floor Area

Lots less than 2 acres require a minimum of 2500 square feet on the main level not including the garage and lots 2 acres or larger require a minimum 3000 square feet on the main level not including the garage.

3.3.3 Maximum Building Height

Building height of residences shall not exceed (2) stories above the basement level with a **maximum of thirty feet (35')** plus allowable increases as described below or as increased by future modifications to the PRC zone height ordinance. Building height shall be measured from **existing grade** of the lot at the midpoint of the main roof pitch, excluding dormers, chimneys, mechanical and other equipment. Measurement shall be taken on any three (3) sides of the structure (not necessarily from a walk-out basement). On lots where building set backs exceed 55', the 35' maximum height may be increased by 1' for every 2' of setback increase to a **maximum of 40'** (as allowed by Mapleton City) measured from finished grade of the lot to the midpoint of the main roof pitch, excluding dormers, chimneys, mechanical and other equipment. The building setback used for height increase shall be taken from the smallest increased in setback. Additional height beyond 35' to be reviewed by the DRC as well as the site plan from surveyor showing existing grade and proposed elevations. NOTE: The above requirement may be modified to comply with height increases and variations of the method of interpreting the current zoning ordinance at the time of adoption of this design guideline.

3.3.4 Variations in Building Elevations

To create a "human" scale and visual interest homeowners are encouraged to vary building elevation planes and finishes. Walls with large or long planes devoid of steps and variations are prohibited (unless DRC Approved due to stylistic nature of architecture). A guideline that should be used is to interrupt or step out the wall plane by 2' in no more than 20' maximum intervals.

3.3.5 Permitted Architectural "Projections"

Chimneys, lightning rods, and other incidental architectural projections are permitted to reasonably exceed the height limits described above.

3.3.6 Garages and On-Lot Parking

Each Lot must contain at least a three-car garage. Garage doors may not face the street unless set back at least 30' from the closest residence wall facing to the street.

3.3.7 Double Lot Purchases

If a single home is planned to be built across the internal property lines of double/multiple lots, then the internal lot line must be eliminated. The resulting parcel shall be treated as one lot for all further purposes

and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a lot tie with the City of Mapleton, and shall record such lot tie with Utah County Recorder prior to commencement of construction. (The ownership of adjoining lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common lot boundary line.) The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables proceeding as 1 lot, not the sum of the allowed areas prior to combination. The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the DRC. DRC may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested. Each lot, regardless of whether it was part of a double lot purchase, shall be treated individually under the governing documents for The Preserve at Mapleton. The voting privileges and payment of appropriate assessments to The Preserve at Mapleton HOA will be based on the number of original lots in the purchase. Thus, where two lots are combined into one, the owner will be assessed for two lots and may vote for two lots. A lot combination may require a plat amendment process through Mapleton City.

3.3.8 Unique Design Requirement

The DRC specifically reserves the right to prohibit a given design in architectural plan and elevation from being repeated on two separate lots in The Preserve at Mapleton. Change in elevation shall be defined as altering the design of several of the facade elements including, but not limited to, windows, doors, surface materials or colors, roof pitch and roofing materials. Any change in elevation must be consistently detailed on all sides of the home. The property owner is encouraged to work closely with the DRC in modifying elevations.

3.4 Materials and Features

Homes in The Preserve at Mapleton are encouraged to have varied, textured finishes that portray quality, longevity and draw from historically proven treatments.

3.4.1 Finishes

The use of Quality Finishes will create a feeling of substance and timelessness. The following materials are allowed:

- Natural stone masonry
- Cultured stone masonry provided it is approved by the DRC from actual samples.
- Brick masonry with "tumbled and sanded" finish or used bricks and flush or hand finished mortar joints. Non-approved masonry includes: wire cut extruded brick with tooled joints, Concrete masonry units, Atlas brick and other masonry more adapted to commercial and industrial construction.
- Cut Stone
- Shake Shingles/Lap Siding if natural or thicker material.
- Clapboard siding of wood or composite wood material.
- Cut wood shingles of wood or composite wood material
- Plaster and stucco-like materials provided it covers less than 25% of the total surfaces and is interrupted by other approved building finishes. Stucco should be Polymer Based installed over

drainable board insulation on an approved moisture barrier. (The use of stucco should be limited and rare, except in the case of certain modern styles, then should be a smooth/burnished texture. No sanded stucco will be permissible and any and all stucco elements should be minimal and used only to highlight the surrounding natural finishes. Stucco will be scrutinized by the DRC for historic or architectural design accuracy.)

- Other Finishes may be approved with submittal of actual samples and approved by the DRC.

The DRC will require actual full size mock-up panels at a size of 4'x 4' for Natural stone and 2' x 2' for roofing and other siding materials along with a realistic rendering that will include roof colors, metals, and any other prominent materials.

3.4.2 Trim and Accent Material

Any of the above finishes can be accentuated by proper use of trim and accent materials. The use should be consistent and compatible with other wall finishes.

3.4.3 Fenestrations

Window and door openings should be recessed on all elevations to accentuate the appearance of wall depth. The window should have a recess at a minimum of 3" from glass to the trim/surface around the window. Approved windows consist of aluminum clad wood windows, steel, wood finished wood windows, and other metal clad wood windows. Natural aluminum, vinyl, or vinyl slider windows are not allowed. All fixed windows and transoms shall be "sash set" so frame profiles match other operable windows. Window grids must be of the same material of window frames and sashes and must be installed at least on the exterior of glass. No integral grids between insulated panes of glass will be permitted. Glazing should be insulated, gas filled, low-e technology, but may not be tinted or reflective.

3.4.4 Window Wells

Below grade windows must have window wells sized to comply with building codes. Permitted window well material include:

- Stone or Brick Masonry
- Landscape rocks
- Tiered gardens

The DRC may approve other materials upon request (Fiberglass to look like rock, board form concrete, etc. based on the overall architectural integrity of the design). Galvanized or painted metal window wells are not permitted.

3.4.5 Wall Appurtenances

Wall decorations, shutters, bay windows, flower boxes, balconies and other wall appurtenances should be simple, functional, and well-integrated with the total design.

3.4.6 Paving

It is strongly encouraged that driveways and other flat paved areas be concrete, exposed aggregate concrete, quarry tile, paving blocks, natural stone, or similar material. Asphalt may be used as long as a metal edging is used to keep the asphalt clean and sharp, or a border of the above paving materials is used.

3.5 Roofs

Roof forms shall be modulated. Roof forms shall be broken up with the use of dormers, or other architectural features. The ridgeline should not be continuous but should be varied in height or broken with chimneys, cupolas, or other features. If using a modern architectural design, the Roofs must also be broken into multiple sections and to maintain architectural interest. Roofs shall be designed to withstand the freeze/thaw cycle and its impact on snow shed, snow retention, roof drip, icicle management, ice dams, and water infiltration.

3.5.1 Roof Shape and Ridge Alignment

Roof shape is a predominant element for organizing building massing and relating buildings to their surroundings. Roof shape also becomes an important element to establish or convey a predominant style, but roofs must be considered very carefully to prevent the roofscape from dominating the architecture of the project. Roof designs should be functional and provide visual order to buildings and building masses. Roofs of connected and adjacent buildings must be fully coordinated.

Not permitted are:

- False mansard
- A-Frame
- Quonset

3.5.2 Roof Slope

Roof slope is a major force in establishing the roof's shape and subsequent impact. Slope is also an important functional element in shedding precipitation (rain and snow). The slope range considered acceptable for buildings in The Preserve at Mapleton is between 2:12 and 18:12 and should be carefully evaluated as to the style of the architecture. Lesser slopes will be discouraged. Roofs should truncate above the ground and roofs on both sides of a ridge should be the same slope, but not necessarily the same length. Naturally, building codes must be met regarding the distance from the roof eaves to finish grade. Roof overhangs should follow architectural design and should be well thought out. Roofs should not be designed to shed onto adjacent properties, walkways, paved areas, driveways or decks.

3.5.3 Roof Surfacing Material

Careful consideration should be given to selection of roofing materials. Color and texture are major elements in successfully blending buildings to the architectural setting. The goal is to select roofing materials that are in harmony with the architecture and function to combat local weather conditions. Cedar shake and cedar shingles must have approved fireproofing treatment. Concrete and fiberglass shakes and shingles as substitutes and metal roofs shall be selected so as to be functional and durable considering the effects of climate and snow. Asphalt shingles are only allowed when the DRC approves and they have to be architectural shingles with added depth. The color of roof materials must be generally neutral or muted in order to blend with or enhance the colors of the natural landscape. All roof flashing materials shall be pre-finished metal to match roof color. Consider the color of neighboring roofs to create a complementary roof palette; avoid selecting strongly contrasting colors.

Acceptable roofing materials include:

1. Roof tiles including slate or concrete shakers.
2. Fiberglass or synthetic roof tiles must be pre-approved by the DRC as to color, form and structural value.
3. Flat roof areas must be covered with matching surrounding roof color. Submit with color board.
4. 'S' tiles are prohibited.

5. Limited use of zinc or galvanized finish (non-painted) roofs may be allowed, subject to review by the DRC
6. White and blue color roofs shall not be approved or permitted.
7. Asphalt roofs that are a minimum of 30 year and are the thicker architectural styling may be approved by the DRC upon review.

Non-Acceptable materials:

Crushed rock or other rock, asphalt shingles (non-conforming to above), and asbestos or other composition roofs are not permitted. Other roofing material may be approved with submittal of actual samples and approved by the DRC.

The DRC reserves the right to require actual full size mock-up panels up to 4'x4'.

3.5.4 Soffit and Fascia

This should be well thought out, blending the architectural intent with design aesthetics.

3.5.5 Roof Appurtenances

Roof appurtenances should be integral parts of the architecture of the building. Clerestories, dormers and skylights create interest and add interior light, but they should also integrate with the overall exterior design. Placement on the roof is crucial in creating a pleasant effect. Diverters, gutters, downspouts and similar accessories, if used, should be designed within the total roofscape. Mechanical, electrical and roof access equipment, vents and antenna should be integrated into the roof or dormer design and not be visible from public views. Ridge ventilators are acceptable. Skylights, solar collectors and clerestories should be designed as masses at angles relating to the primary roof, not as applied forms. Skylights, Solar Collectors, and Solar Panels should not be seen from the front of the house.

3.5.6 Gutters

The design of gutters should be minimized if using standard 'k' style gutter unless installing molding to pronounce the shape and integrate with overall design, ie gutter molding. It is encouraged to use 'U' shaped gutters and rounded downspouts. All downspouts must be connected to the storm drain system wherever possible.

3.5.7 Chimneys and Chimney Caps

In general chimneys of masonry or stone to match that used on the home are required. The DRC may approve chimneys of another prominent material on the home if special conditions warrant. Back draft and spark arrestors must be included and designed into the chimney. All designs must comply with current ordinances and codes.

3.5.8 Skylights

Skylights may be designed as an integral part of the roof. Skylight glazing must be clear, tinted or white. Reflective glazing is prohibited. Skylight framing and flashing material must be anodized bronze or colored to match the roof. Unfinished natural aluminum framing and flashing is prohibited. Skylights should be out of view from the front of the home.

3.5.9 Flashing and Sheet Metal

All flashing and sheet metal must either be copper or must be colored to match attached material.

3.5.10 Vents

All vent stacks and pipes must be colored to match the adjacent roof or wall material. Vent stacks should be grouped on the side or rear of the roofs. Vents should not extend above the roof ridgeline. Wherever possible vents and stacks should be located at the rear of ridgelines so as to not be visible from the street. Venting stacks, flues and other similar projections should be concealed or integrated within the roof form and or color.

3.6 Other Building Elements

3.6.1 Antennae/Misc roof penetrations

Roof mounted equipment must be concealed. Satellite dishes and mechanical equipment must be planned as part of the roof so they are concealed from all pedestrian viewpoints and any overlooking Development. No television or radio poles, clotheslines, or other external projections other than those originally installed by the developer or approved by the DRC and any replacements of similar type, size and construction, shall be constructed, erected or maintained on any lot or structure in the project. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by Developer or approved by the DRC and their replacements shall be constructed, erected or maintained on any Lot or structure in the Project. Each owner shall have the right to maintain television or radio antennae within completely enclosed portions of his or her house. No owner shall operate an electronic or radio transmitter or sending device, short-wave radio, CB radio, or "ham radio" which interferes with television or radio reception to surrounding properties. No appliances or installations on exterior roofs of structures shall be permitted without DRC approval, including without limitation, roof top turbine ventilators, unless the same are installed in such a manner that they are not visible from the streets or neighboring Lots.

3.6.2 Solar

Building masses and surfaces should be planned to allow solar access and minimize interference with natural sun patterns. Solar panels will be permitted on the side or rear facing roof lines. No solar panels will be permitted on the front facing roof. Designs should consider:

1. Shadows cast by buildings, land features, and landscaping;
2. Reflectivity of material color and surfaces;
3. Large paved areas capable of absorbing the sun's radiation and creating undesirable "hot spots" during the summer;
4. Direction of cooling breezes;
5. Landscaped and grassy areas reflecting the sun's radiation, capable of moderating climatic effects.

No Owner shall install any solar heating panels or other solar energy equipment without the prior written approval of the DRC, which shall have the right to approve or disapprove the size, shape, color, materials, construction or location of such panels.

3.6.3 Fire Sprinklers

Fire sprinklers shall be as required by the Fire Marshal having jurisdiction.

3.6.4 Fences and Walls Above Grade

Walls shall be constructed only within the buildable envelope area or as allowed by Mapleton City. Fencing may only extend beyond the buildable envelope to enclose the lot or pasture perimeter.

3.6.4.1 Fencing and Wall Height and Distance from Structures

Fencing and walls may not exceed six (6) feet in height. All fencing heights are measured vertically from the average finished grade at the base of the fence or wall.

3.6.4.2 Fencing and Wall Material

Fencing and walls must be of wood, plaster, stucco, concrete or masonry finish, or tubular steel. Where plaster walls are permitted, stucco or plaster must be applied to concrete block or steel framed walls. Wood framed plaster walls are not permitted. All other wall and fencing materials are prohibited. Gates should be tubular steel. Wood gates will be permitted if approved by the DRC. Gates are prohibited at utility easements, streams, paths or protected open space areas. Vinyl fencing is not permitted. Other composite materials may be reviewed by the DRC for approval.

3.6.4.3 Fencing, Walls and Hedges in Setback Areas

All Front setbacks are to remain open and unwallled or unfenced except as may be approved by the DRC. No hedge, hedgerow, wall or fence or other structure shall be planted, erected, located or maintained along the side or rear setback property line of any lot which interferes with any drainage easement or which is higher than six feet above the finished grade at the lot line (unless exception is allowed by the DRC). All other fencing shall be reviewed and approved in advance by the DRC.

3.6.5 Surface Drainage

All retaining walls must be properly waterproofed and drained. Sheet flow, roof water, and overflow irrigation water must be drained. All bench and vertical drains must be stained or colored so as to blend in with the surrounding landscape and/or buildings as determined by the DRC.

3.6.6 Mailboxes

Currently, there are common mail delivery locations on the property as required by the postal service. If the "service" ever returns to the Unite Postal Service and individual house delivery is provided, mailboxes shall be as specified by the DRC, provided by the lot owner, and maintained by the lot owner. Address numbers shall be incorporated into the design.

3.6.7 Gas and Electric Meters

Gas and electric meters are to be located in enclosed cabinets, within Recesses, behind screen walls, or behind landscaping which are part of the architecture and which are in conformance with utility company standards. Utility meters must be located in the side setbacks of homes and must be hidden from view. Landscape screens may be acceptable if approved by the DRC.

3.6.8 Trash Containers

Adequate space for garbage storage and recycling must be provided and must meet the requirements of the Mapleton City Solid Waste Disposal Special Service District. Garbage storage must be enclosed or hidden.

3.6.9 Mechanical Equipment

All air conditioning, heating equipment must be screened from view and be insulated for sound attenuation. Air conditioning units are not permitted on roofs or in windows.

3.6.10 Appurtenant Structures

All patio structures, balconies trellises, sun shades, gazebos, mechanical equipment structures, decking and other auxiliary structures are to be designed in the character of and must be integral to the home architecture and must be approved by the DRC.

Trellises:

- May be either attached to structure, or freestanding.
- May not exceed 12 feet in height when located to the rear of the Building.

Gazebos:

- May extend over slopes, as long as the greatest distance from floor to top of slope does not exceed 8 feet. Skirting, preferably in masonry and dense shrubbery, will be required to soften the impact of the structure as seen from below.
- May not exceed 150 square feet.
- Must be painted or stained in accordance with the Architectural Guidelines.
- May not exceed 10 feet in height if a flat roof, nor 12 feet in height to the ridge of a pitched roof.

3.6.11 Garage Doors

Garage doors must be patterned after the architecture of the home and should have windows within them unless they wood are wood patterned. The color and style of door beyond that must reflect the architectural style of the home.

3.6.12 Railings

Railings must be related to the architecture of the house.

3.6.13 Trash Enclosures

A location must be provided to store at least 2 trash containers used by the city of Mapleton. The locations cannot be visible from the street and should be shielded from neighboring properties.

3.7 Animal Related Enclosures

Any and all animal enclosures must be reviewed by the DRC before submission to the city or starting construction. All enclosures will meet city guidelines. The intent of the community is to create residences that follow in form throughout the property. An example would be creating a chicken coupe that has the same materials and design as the main residence. Horse barns will need to follow the main housing styles as well. The DRC will require material boards regarding these enclosures and elements, giving approval before construction begins.

4. Construction Phase

Each owner shall at all times conform and comply with all approved Plans and Specifications for the improvements on his property and otherwise conform and comply in all respects with the Design Guidelines as well as all applicable laws, ordinances, building codes, rules, regulations, orders and the like of Mapleton City or any agency or department thereof and of any other governmental authority, agency or department having jurisdiction. The DRC shall have the authority and right at any time and from time to time at any reasonable hour to inspect improvements under construction for the purpose of determining whether the same comply in all respects with the applicable Plans and Specifications as approved by it, but it shall have no duty to make such inspections.

Prior to construction the DRC shall require the following:

1. The Contractor and DRC shall meet for a Pre-Construction meeting to review staking and elevations.
2. All vehicular construction activity shall enter and exit only from Main Street through the west end of Preserve Drive.
3. Copy of applicable governmental permits including Mapleton City Building Permit and SWPPP Permit.
4. Track out and erosion control must be fenced installed prior to any site work occurring; and the DRC shall inspect the site for compliance with this requirement prior to the property owner's commencement of construction
5. Evidence, satisfactory to the DRC, from construction lender(s) of sufficiency of funds to proceed with the construction to timely completion, including copies of any completion bonds from Builder(s) as may be required by lender(s). DRC may require said completion bonds to name The Preserve at Mapleton as an additional Obligee.
6. Builder shall give property identification, address and phone numbers where he may be reached at all times (24 hours a day).
7. Owner shall be held responsible by DRC for compliance with all DRC rules and regulations.
8. A foundation survey verifying that no change has been made in the height and location of the improvements on the property from the Site Plan as finally approved by the DRC.

Builder Requirements:

During construction the owner shall cause his Builder to conform to the following:

1. Builder shall satisfy all requirements of the Mapleton City Municipal Code and those requirements of any applicable governmental and private agencies for the hook-up of water, sewer, power, gas, telephone and any temporary use of such services.
2. Portable chemical toilet facilities must be in place at the time construction work is commenced and placed no less than 25' from property line. They cannot be stored on the roadway's shoulders. They should be secured, and will be regularly serviced. Such facilities must be removed when construction is completed or construction is halted for more than 30 days. If deemed necessary, HOA management may require additional services.
3. During the performance of work, construction dumpsters or trash containers will be maintained on a daily basis, including the cleanup of any material that has blown or fallen out of the facilities. There will be no storage of these facilities in roadways or shoulders at any time without written permission from the HOA management. At all times the lot contractor will keep the work site clean and free of debris, with no stockpiling of debris outside of one of these facilities. These facilities will be emptied regularly and are not allowed to remain full or overflowing. Such facilities must be removed when construction is completed, or construction is halted for more than 30 days. If deemed necessary, HOA management may require additional services.
4. The removal, replacement or adding of guardrail for the driveway access must be in strict compliance with Mapleton City and the responsibility of the lot builder.
5. At no time will storage of any kind be allowed in roadways or shoulders without written permission from HOA management. All building materials and equipment will be stored within the limits of disturbance.
6. No construction work may start before 7:00 a.m. or continue after 8:00 p.m. No construction work is to be conducted on Sundays or the following holidays: New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day. Interior finish work may be allowed at the discretion of HOA management.

7. Concrete trucks will not be allowed to wash out in roadways and shoulders. The lot builder will be responsible to provide a wash site for the trucks within the limits of disturbance, and at no time allowing the material to leave the limits of disturbance.

8. All deliveries will conform to the above construction hours. All loading, unloading and hauling on roadways will conform to required Mapleton City Municipal Codes. These codes will be strictly adhered to and monitored by the lot site superintendent. If any staging equipment, materials, cranes and or concrete trucks etc. takes up more than one third of the road, you will be required to post signage and provide flaggers for the duration of the road use. At no time shall less than one full lane be available to traffic, and such traffic shall have priority. If at any time the road is temporarily blocked, the driver must remain in the vehicle.

9. All noise abatement laws of Mapleton City or HOA management will be adhered to during construction.

10. Construction site vehicles, equipment and employee vehicles will park within the designated parking only, which has been provided at the pre-construction meeting. No overnight parking at anytime. Violators will be towed at owner's expense.

11. No dogs or any other pets are allowed loose or unleashed at any time.

12. At no time will hunting be allowed in The Preserve at Mapleton Development.

13. The construction site will be maintained in conformance with Mapleton City Municipal Code, so as not to impact the adjacent areas. The placement of seasonal barrier fence adjacent to Trails may be required at the expense of the lot owner, and governed by HOA Management

14. Snow removal and storage will only be allowed within the limits of disturbance. At no time will the builder be allowed to remove or place snow on roadways and shoulders or adjacent lots or open space without specific permission from the HOA management.

15. At any time HOA Management may require reasonable expanded site cleanup, to include roadways, open space, ski runs and trails adjacent to the lot.

16. ALL ROADWAY REGULATIONS ARE STRICTLY ENFORCED AS POSTED.

17. Once the west entrance is available, all construction traffic will access The Preserve at Mapleton through the west entrance at all times; at such time no will construction access through the North and Northeast gates be allowed.

18. The Preserve at Mapleton Home Construction Rules and Regulations and Designated Parking Plan will be provided to all subcontractors and enforced by the lot builder.

19. All construction signage will conform first to the Design Review Committee and then Mapleton City before installation. Any signage not conforming to these regulations will be required to be removed.

20. At no time will the removal or modification of the following items be allowed: roadways, curbs, shoulders, guardrail, tunnels, bridges, welded wire walls, utilities and landscaping. The lot builder will pay for any damage to these items. See item# 4 for driveway access exception.

21 . Violations to The Preserve at Mapleton Home Builders Rules and Regulations will be subject to assessments through the CC&Rs by HOA management. The owner's security deposit will be the first source of payment for any assessment. Non-compliance assessments items shall be as follows:

1st Verbal notice, followed up with a written notice

2nd Written notice with specific time frame to comply

3rd Notice of failure to comply will be sent to Owner and Builder and the HOA management may choose to complete the work or repair and assess the lot owner the full costs of said work plus administrative fees and fines.

22. HOA Management reserves the right to control vehicles on The Preserve at Mapleton property at all times. Any infractions may lead to enforcement as follows:

1st time offence will result in a written warning.

2nd time offence may result in the loss of onsite parking privileges for up to 2 months.

3rd time offence may result in the permanent loss of onsite parking and driving privileges and the assessment of fines to the Owner of the lot the vehicle is associated with.

Final Inspection and Approval Upon Completion

Upon completion of all improvements to the property, and the issuance of Certificates of Occupancy by Mapleton City, the owner shall submit a letter to the DRC and a copy to the Preserve at Mapleton HOA indicating that all improvements on the property are complete and are in conformance with the approved plans and specifications of the DRC.

1. Upon receipt of the letter, the DRC must inspect the improvements within forty-five (45) days. After inspection, the DRC must notify the owner of either its final approval of the improvements or of its finding that the final improvements fail to comply with the approved plans and specifications. In the event the final improvements constructed by an owner are not in compliance with the plans and specifications submitted to and approved by the DRC, then the DRC, in its sole discretion, may require the owner to remedy such discrepancies to the extent set forth in a letter from the DRC to the owner which shall be issued not later than the conclusion of the forty-five (45) day completion inspection period.

2. If the owner fails to remedy the non-conforming items to the reasonable satisfaction of the DRC within forty-five (45) days following receipt of the final inspection letter, then the DRC may draw upon the owner's bond or require additional cash deposits be made by the owner into a special account in order to provide sufficient funds to remedy the non-conforming items prior to final occupancy of the home by the lot owner or take whatever legal or other governmental action reasonably necessary to cause the owner to remedy the non-conforming items. Failure by the DRC to notify the owner of any non-compliance within forty-five (45) days after completion of inspection will constitute an approval of the improvements in question. After receiving final approval from the DRC, the property owner may request a refund from the Preserve at Mapleton HOA of the remaining construction deposit. This amount will be the deposit less any amounts assessed for damage to infrastructure improvements or violations of the construction regulations.