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**RECORDING REQUESTED BY:**

COMMERCE LAND TITLE INCORPORATED

ENT 76484:2004 PG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Jul 02 2:46 pm FEE 127.00 BY SDM  
RECORDED FOR COMMERCE LAND TITLE

**WHEN RECORDED, MAIL TO:**

MOUNTAIN HOME DEVELOPMENT CORPORATION  
3940 Traverse Mountain Blvd; Suite 200  
Lehi, UT 84043

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*(Space Above for Recorder's Use)*

**Supplemental Master Declaration  
of Covenants, Conditions, Restrictions and  
Reservation of Easements  
For Traverse Mountain  
Winter Haven Phase 2**

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

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

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

B. Neighborhood Builder is the record owner of certain real property ("**Residential Property**") in Lehi City, Utah County, Utah, described on *Exhibit "RA."*

C. Neighborhood Builder is the record owner of certain real property ("**Annexed Master Association Property**") in the Lehi City, Utah County, Utah, described on *Exhibit "MP."* The Annexed Master Association Property and the Residential Property are collectively referred to in this Supplemental Declaration as "**Winter Haven Phase 2**".

D. Winter Haven Phase 2 is part of the Annexable Territory defined in Section 1.2 of the Master Declaration.

E. Declarant is the Declarant defined in Section 1.21 of the Master Declaration. Neighborhood Builder is a Neighborhood Builder as defined in Section 1.49 of the Master Declaration. Neighborhood Builder wishes to add Winter Haven Phase 2 to the Properties in accordance with Article XVI of the Master Declaration and impose the restrictions contained in the Master Declaration and this Supplemental Declaration on Winter Haven Phase 2.

THEREFORE, DECLARANT AND NEIGHBORHOOD BUILDER DECLARE AS FOLLOWS:

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

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

3. **Land Classifications.**

3.1 **Residential Area.** The Residential Property is designated as a portion of the Residential Area, defined in Section 1.62 of the Master Declaration. All Owners of Lots in Winter Haven Phase 2 shall automatically become Members of the Master Association.

3.2 **Master Association Property.** Unless otherwise provided in this Supplemental Declaration, the Master Association shall commence maintaining all property in Winter Haven Phase 2 that it is obligated to maintain concurrently with the commencement of Common Assessments in Winter Haven Phase 2.

3.2.1 **Annexed Master Association Property.** The Annexed Master Association Property is designated as a portion of the Master Association Property defined in Section 1.40 of the Master Declaration. The Annexed Master Association Property shall be conveyed to the Master Association prior to the first Close of Escrow for the sale of a Lot in Winter Haven Phase 2, as provided in the Master Declaration.

4. **Common Area.** There is no Common Area in Winter Haven Phase 2.

5. **Special Benefit Area.** Winter Haven Phase 2 is not part of a Special Benefit Area.

6. **Neighborhood.** The Residential Property shall be a portion of the Winter Haven Neighborhood, which is a Neighborhood as defined in Section 1.47 of the Master Declaration. The Neighborhood Representative and alternate shall be selected as provided in Section 4.5.1 of the Master Association Bylaws and shall serve the terms in accordance with Section 4.5.2 of the Bylaws.

7. **Special Allocation.** If telecommunications services are provided through the Master Association, this cost may be allocated among the residences in proportions that are different from other portions of the Common Expenses.

8. **Assessment Obligations.** The rights and obligations of all Owners of Lots located in Winter Haven Phase 2 with respect to assessments are as set forth in the Master Declaration and this Supplemental Declaration. All assessments provided for in the Master Declaration shall commence as to Lots in Winter Haven Phase 2 on the day of the first Close of Escrow for the sale of a Lot in Winter Haven Phase 2.

9. **Amendment and Duration.** This Supplemental Declaration may be amended in accordance with Sections 16.4.1 and 16.4.2 of the Master Declaration. The Board may also amend this Supplemental Declaration to (i) conform to applicable law, (ii) correct typographical errors, and (iii) change any exhibit or portion of an exhibit to conform to as-built conditions. So long as Declarant or a Neighborhood Builder owns any portion of the Properties or the Annexable Area, any amendment adopted by the Board must also be approved by the Declarant. After the first Close of Escrow in Winter Haven Phase 2, all other amendments to this Supplemental Declaration must be made by complying with the requirements of Section 14.2 of the Master Declaration. Unless amended or terminated, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

10. **Equitable Servitudes and Covenants Appurtenant.** This Supplemental Declaration and the Master Declaration are imposed as equitable servitudes upon Winter Haven Phase 2 and each Lot therein, as a servient tenement, for the benefit of each and every other Lot and Condominium within the Properties and the Master Association Property, as the dominant tenements. The covenants, conditions and restrictions of this Supplemental Declaration and the Master Declaration shall run with, and shall inure to the benefit of and shall be binding upon all of Winter Haven Phase 2, and shall be binding upon and inure to the benefit of all Persons having, or hereafter acquiring, any right, title or interest in all or any portion of Winter Haven Phase 2, and their successive owners and assigns.

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

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

*[Signatures on following page]*

**[Signature Page to Supplemental Master Declaration  
of Covenants, Conditions, Restrictions and  
Reservation of Easements  
For Traverse Mountain  
Winter Haven Phase 2**

This Supplemental Declaration has been executed on June 28, 2004,  
2004 to be effective as of the date of its Recordation.

MOUNTAIN HOME DEVELOPMENT,  
CORPORATION, a Utah corporation

By: [Signature]

Print Name: JAMES M. CHRISTENSEN

Title: PRESIDENT

“Declarant”

STATE OF UTAH            )  
  ) ss.  
COUNTY OF UTAH        )

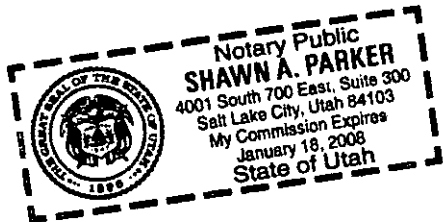
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of  
June, 2004, by JAMES M. CHRISTENSEN, an individual residing in the State of  
Utah, as the authorized representative of MOUNTAIN HOME DEVELOPMENT CORPORATION,  
a Utah corporation. Said JAMES M. CHRISTENSEN acknowledged before me that he  
executed the foregoing on behalf of MOUNTAIN HOME DEVELOPMENT CORPORATION, a  
Utah corporation.

[Signature]

Notary Public

Residing at: SUC

My Commission Expires: 1-18-08



***[Signature Page Continued to Supplemental Master Declaration  
of Covenants, Conditions, Restrictions and  
Reservation of Easements  
For Traverse Mountain  
Winter Haven Phase 2***

MOUNTAIN POINT, LLC, a Utah limited liability company

By: Wilford W. Clyde

Name: Wilford W. Clyde

Its: Manager

"Neighborhood Builder"

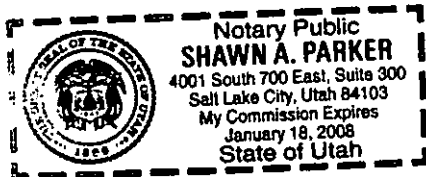
STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2004, by WILFORD W. CLYDE, an individual residing in the State of Utah, as the authorized representative of Mountain Point, LLC, a Utah limited liability company. Said WILFORD W. CLYDE acknowledged before me that he executed the foregoing on behalf of Mountain Point, LLC, a Utah limited liability company.

[Signature]  
Notary Public

Residing at: SVC

My Commission Expires: 1-18-08



**EXHIBIT "RA"**

The Residential Property shall consist of Lots 200 through 306 in Winter Haven Phase 2 as set forth on the attached Plat Map.

**EXHIBIT "MP"**

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The Annexed Master Association Property shall include two areas totaling .0026 acres of property as indicated on the attached Plat Map.