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**AMENDED AND RESTATED DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRAVERSE HILLS I
(a Planned Residential Unit Development Subdivision)**

ZJM Deputy

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the ADeclaration@) is made and executed this 4th day of January, 2000, by Traverse Hills Properties L.C., a Utah limited liability company (ADeclarant@); in contemplation of the following facts and circumstances.

RECITALS:

A. Description of Land. The planned residential unit development subdivision (AProject@) that is the subject of this Declaration is situated in and upon that certain real property (ASubject Land@) located in Draper City, Salt Lake County, State of Utah, as specifically described in Exhibit A attached hereto and incorporated herein by this reference. Declarant has prepared and has recorded in the office of the County Recorder for Salt Lake County, State of Utah, a plat for Traverse Hills Phase I, a planned residential unit development subdivision (APlat@), which Plat was recorded **January, 2nd 2000** as **Entry No. 70550844**, in **Book 8335**, at **Page 2184** through **2239**. There are **Seventy (70)** Lots in the Project, as shown on the Plat.

B. Association and Bylaws. The Traverse Hills I Home Owners Association, Inc. (AAssociation@), has been or will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code. The Association shall henceforth be the governing body of the Project subject hereto and shall operate in accordance with the ABylaws of Traverse Hills I@ (ABylaws@), attached hereto as Exhibit B and made a part hereof.

C. Original Declaration. On **December 9, 1999**, Declarant=s executed a Declaration of Protective Covenants, Conditions, and Restrictions for Traverse Hills I P.U.D., as part of a plan for the Project, which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, as **Entry No. 7550844**, in **Book 8335**, **Pages 2184** through **2239**.

D. Intent and Purpose. Declarant desires by filing this Declaration to amend and restate in it=s entirety, the Original Declaration. Therefore, to further the general purposes herein expressed, Declarant for itself, its successors and assigns, hereby declares that all of the Lots shall at all times, be owned, held, used, and occupied subject to the provisions of this Declaration and subject to: (i) the covenants, conditions, and restrictions herein contained; and (ii) the easements herein reserved or granted.

ARTICLE I

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DEFINITIONS

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

1.2 Association shall mean Traverse Hills I Home Owners Association, Inc., a Utah nonprofit corporation, organized to be the governing body of the Project.

1.3 Board of Trustees or Board shall mean the Board of Trustees of the Association.

1.4 Common Areas or Common Areas and Facilities shall mean all of the Subject Land except all Lots, including without limiting the generality of the foregoing, parking areas, open spaces, tot lots, and other undesignated areas shown on the Plan as Common Areas, together with all equipment, facilities, fixtures, and other personal property and real property improvements located thereon and/or owned by the Association for the use and benefit of all Owners, including without limiting the generality of the foregoing, playgrounds, trees, bushes and other landscaping, and all equipment, fixtures, facilities, and other personal property and real property improvements hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. The Common Areas shall be owned by the Association, and all Common Areas shall be managed and controlled by the Association for the common use and enjoyment of the Owners as more fully described in this Declaration.

1.5 Common Expense Fund shall mean the fund created or to be created pursuant to the provisions of Article IX of this Declaration and into which all funds of the Association shall be deposited.

1.6 Declarant shall mean Traverse Hills Properties, L.C., a Utah limited liability company.

1.7 Declaration shall mean this instrument as it may be amended from time to time.

1.8 Design Guidelines shall mean the Traverse Hills I Design Guidelines, a copy of which is attached hereto as Exhibit AC, by this reference made a part hereof.

1.9 Improvement shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, fixtures, out buildings, walkways, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, planting, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures and equipment.

1.10 Lot shall mean each individual parcel of real property shown on the Plat as a Lot, together with all Improvements located thereon and all appurtenances thereunto appertaining.

1.11 AMaintenance Charges@ shall mean any and all costs assessed against an Owner=s Lot, to be reimbursed by the Association for work done pursuant to Article X hereof, and any permitted fines, penalties and collection costs incurred in connection therewith, any costs of indemnification appropriately assessed pursuant to the Bylaws, or other permitted fees.

1.12 AMaintenance Charge Lien@ shall mean lien granted in favor of the Association securing payment of Maintenance Charges. Such lien includes the rights of foreclosure to compel payment of the lien.

1.13 AManager@ shall mean the person, firm or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.

1.14 AMember@ shall mean a member of the Association.

1.15 AMortgage@ shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.16 AMortgagee@ shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor of such person under such Mortgage.

1.17 AOwner@ shall mean any person or entity or combination thereof, including the Declarant, at any time owning a Lot within the Project, as shown on the records of Salt Lake County, State of Utah. The term AOwner@ shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed. If there is more than one owner of record of legal title to a Lot, then notice to any one of such owners of record shall be deemed notice to all owners of record of that Lot.

1.18 APark Strip@ shall mean the area in front of a Lot bordering a street beginning with the front line of the Lot and extending to the public asphalt roadway. The Park Strip shall include the sidewalk and the planing area between the side walk and the curb gutter.

1.19 APlat@ shall mean the Plat for Traverse Hills I, a residential planned unit development, as recorded in the office of the County Recorder for Salt Lake County, State of Utah on January 2nd, 2000 as Entry No. 7550844, in Book 8335, at Page 2184.

1.20 AProject@ shall mean all Lots and all Common Areas, collectively.

1.21 ASingle Story@ shall mean any dwelling structure that has only one (1) level of living space above the average original grade at the building perimeter.

1.22 ASubject Land@ shall mean the land upon which the Project is situated, as more particularly described in Paragraph A of the Recitals above.

1.23 AThree Story@ shall mean any dwelling structure that has only three (3) levels of living space above the average original grade at the building perimeter. The third level of living space can only be included within the roof structure elevation or what is commonly known as the attic or dormer.

1.24 ATwo Story@ shall mean any dwelling structure that has only two (2) levels of living space above the average original grade at the building perimeter.

1.25 ATotal Votes of the Association@ shall mean the total number of votes appertaining to the Lots in the Project owned by Owners other than Declarant. Declarant shall not be entitled to cast votes appertaining to the Lots Declarant owns.

ARTICLE II
DIVISION OF PROJECT

2.1 Submission to Declaration. All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a planned residential unit development subdivision to be known as Traverse Hills I. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Plat, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots. Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat. The Owner of each Lot, regardless of the size, purchase price or location of the Lot, shall have the right to use the Common Areas. The Declarant, with the recordation of this Declaration, hereby quitclaims all of its right, title and interest in and to all of the Common Areas, as more particularly shown on the Plat, without warranty, to the Association, to be held and administered in accordance with the provisions of this Declaration.

2.3 Easements. The Declarant, its successors and assigns, shall have a transferable easement over and on the Common Areas, including roads providing ingress and egress to the Project, for the purpose of doing all things reasonably necessary and proper for the construction, completion, development and sale of the Project.

ARTICLE III
IMPROVEMENTS

3.1 Description of Improvements. The Project consists of Seventy (70) Lots as shown on the Plat. Each of the Lots shall, when improved, shall contain single family dwellings consisting of One Story, Two Stories, Three Stories or Three Stories with a basement, which dwellings shall be principally constructed according to Article VI hereof and the Design Guidelines attached hereto.

3.2 Description and Legal Status of Lots. The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

3.3 Declarant Lots. Any Lots owned by Declarant as inventory for initial sale (and excluding any lots reacquired by Declarant after an initial sale) shall not be subject to the Assessment Provisions of Article IX, however, Declarant Lots shall be entitled to vote in the Association.

ARTICLE IV
NATURE AND INCIDENTS OF OWNERSHIP

4.1 Ownership and Maintenance of Lots. Each Owner shall have the exclusive right to construct, improve, reconstruct and repair the house and other improvements located on his/her Lot. All construction, improvements, reconstruction and repair must comply with applicable land use planning, regulations, Article VI hereof and the Design Guidelines attached hereto. Each Lot, and the improvements located thereon, being the sole and exclusive property of the Owner thereof, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair.

4.2 Title. Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

4.3 Prohibition Against Subdivision of Lot. No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat, nor shall any easement be conveyed or transferred by any Owner, without the prior written approval of the Association. No application for the rezoning of any lot or for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Association and the proposed use otherwise complies with the provisions of this Declaration.

4.4 Ownership and Use of Common Areas. The Association shall own all Common Areas for the common use and enjoyment of the Owners, and the Association shall have the exclusive right and obligation to manage and maintain all Common Areas, and to repair, replace and reconstruct any existing or new Common Areas. The owners, pursuant to action taken in accordance with this Declaration and the Articles and Bylaws, may determine from time to time, subject to any required governmental approval, what improvements will be constructed or located on the Common Areas. Each Owner shall have an irrevocable license and easement to use, occupy and enjoy all Common Areas in common with all other Owners. Except as otherwise provided in this Declaration, each Owner shall be entitled to the nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Association. Each Owner will be responsible for an equal share of the taxes, insurance, maintenance and other costs and expenses relating to the Common Areas, provided, however, the Declarant/developer of the subdivision shall not be required to pay for any such expenses on lots retained by it as inventory for sale.

4.5 Inseparability. Title to any part of a Lot within the Project may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth, and an irrevocable license to use, occupy and enjoy the Common Areas in common with all Owners.

4.6 No Partition. The Common Areas shall be owned by the Association, in accordance with the provisions of this Declaration, and no Owner nor the Association may bring any action for partition thereof except as allowed by law.

4.7 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his Lot. No Owner nor the Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Common Areas and Common Facilities or any part thereof. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

4.8 Separate Taxation. Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof, or of any special improvement district or of any other taxing or assessing authority. The Common Areas shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. All such taxes, assessments, and other charges on the Common Areas shall be separately levied against the Association. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

4.9 Mechanic=s Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his agent or contractor shall create any right to file a statement, claim, or notice of mechanic=s lien against the Lot of any other Owner not expressly consenting to or requesting the same in writing.

4.10 Description of Lot. Any deed, lease, mortgage, deed or trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of LOT NO. 1-70 contained within Traverse Hills I, as the same is identified in the subdivision plat recorded in the Office of The Recorder of Salt Lake County, Utah as Entry No. 7550844, in Book 8335, at Page 2184 (as said subdivision plat may have heretofore been amended or supplemented) and in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Traverse Hills I, recorded in the Office of the Recorder of Salt Lake County, Utah as Entry No. 7550844, in Book 8335, at Page 2184, (as said Declaration may have heretofore been amended or supplemented).

Regardless of whether or not the description employed in any such instrument is in the above specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor the right of non-exclusive use of Common Areas shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of non-exclusive use of Common Areas shall automatically accompany the transfer of the Lot to which they relate.

4.11 Completion Required Before Occupancy. No dwelling within the Project shall be occupied until and unless the owner of such dwelling shall have completed the dwelling in accordance with and complied with: Article VI; the Design Guidelines; all approved plans and specifications; and Draper City has issued a final and unconditional certificate of occupancy. Further, before occupancy is permitted the Lot for such dwelling shall be landscaped, front, side and rear, in conformity with Design Guidelines and the recorded Plat's drainage plan.

ARTICLE V
COVENANTS CONDITIONS AND RESTRICTIONS

5.1 Residential Uses Only. Each Lot contained in the Project is intended to be used for single family residential housing and is restricted to such use. No Lot shall be used for business or commercial activity; provided, however, that nothing herein shall be deemed to prevent: (a) Declarant or its duly authorized agent from using any Lots owned by Declarant or any part of the Common Areas as sales models or property management offices; of (b) the erection or maintenance

by Declarant, or its duly authorized agents, or temporary structures, trailers, improvements or signs necessary to convenient to the development, marketing or sale of Lots within the Project. No dwelling shall exceed three stories (the third story being a part of the roof structure itself, such as dormers, attic rooms, etc.) above basement (basement height not to exceed three and one half fee average height of original grade at the dwellings perimeter) together with a private attached garage for not less than two (2) vehicles. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. The operation of a home-based business, even if otherwise permitted by the Municipality, shall not allow any Lot owner to bring more than two employees nor two vehicles onto their property for business operations. Such vehicles for any home-based business employees shall be parked on the Lot, and not on the street.

5.2 Nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the Owners of any other Lot in the vicinity thereof, or to the occupants of such other Lots. Normal construction activities and parking in connection with the construction of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all Lots shall be kept in a neat and orderly condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved by the Association. In addition, any construction equipment and building materials stored on any Lot during construction or improvements may be kept only in areas approved by the Association, which may require screening of such material and equipment storage areas.

5.3 Restriction on Signs. Except as may be temporarily necessary to caution or warn of danger, and except for temporary signs, ten square feet or smaller, for the sale of a Lot by the Owner thereof, no signs or advertising devices of any nature, including without limitation commercial, political, informational, or directional signs or devices, shall be erected or maintained on any portion of the Project without the prior inspection and written approval of the Association. If the Association consents to the erection of any such signs or devices, the same shall be promptly removed at the request of the Association. None of the foregoing shall be construed as to limit in any way Declarant=s right and easement to locate and relocate its sales offices and all similar signs, banners or similar sales devices.

5.4 No Structural Alterations/Repair of Improvements. No Owner shall, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement, or addition, including without limitation any fences, walls or patios, to the exterior of the house located on his Lot, without the prior written consent of the Association, which consent may be granted or withheld in the Board of Trustee=s sole discretion. No Owner shall, without the prior written consent of the Association, do any act that would impair the safety of property or impair any easement appurtenant to the Project. No Improvements on any Lot shall be permitted to fall into disrepair and such Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any structure is damaged or destroyed, then,

subject to Association approvals, such structure shall be repaired or rebuilt or shall be demolished at the sole expense of the Owner of the Lot, within a reasonable amount of time. All improvements shall comply with and harmonize with the recorded Plat's drainage plan.

5.5 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept in or on any Lot, in the Common Areas, or in any other part of the Project which may result in cancellation of any insurance of the Project or any part thereof, nor shall anything be done or kept in or on any Lot which may increase the rate of insurance on the Project or any part hereof over that which the Association, but for such activity, would have to pay. Nothing shall be done or kept in or on any Lot or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his guests, lessees, licensees, or invitees.

5.6 Rules of Regulations. The Owners shall comply with all of the rules and regulations governing use of the Common Areas, as such rules and regulations may from time to time be adopted, amended, or revised by the Board of Trustees.

5.7 Construction Period Exemption. During the course of actual construction of any structures or Improvements which are permitted to be located on the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.

5.8 Pets and Animals. No animals or bird of any kind shall be raised, bred or kept in or on any Lot or in the Common Areas, except that domestic dogs, cats, and other household pets, may be kept in or on Lots, subject to rules and regulations adopted by the Association and provided that they are not kept, bred, or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Project upon ten (10) days written notice from the Association. No more than a combination of any two animals allowed under this Section 5.8, will be allowed at any one time. Any pet allowed by the preceding portions of this Section 5.8 may only be present off the Lot if on a leash held by a person. Pet runs shall not be so large, obtrusive or obvious as to detract from the general overall look of the Project.

5.9 Parking or Storage of Vehicles. No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Project. Licensed, regularly used passenger vehicles may be parked in the street of the Project for brief periods of time (i.e. less than twenty-four hours). Overnight parking of vehicles shall generally be restricted to the driveway of the dwelling being visited. Boats, campers, snowmobiles, recreational vehicles, trailers, etc. are

prohibited from being stored at the front of the house. No cars on blocks or non-running vehicles are permitted. The Association shall post parking signage as necessary to enforce parking restrictions.

5.10 Restricted Trees. The following trees are not permitted: Poplars, Russian Olives; Chinese Elms; Weeping Willows; and Box Elder.

5.11 Garbage and Refuse Disposal. No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials shall not be kept on any Lot except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. All equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash, within the Project is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public. Satellite dishes are not to be seen from the street unless they are 18" or smaller in diameter, mounted on the dwelling.

5.12 Notice of Easements. All Lots have a five (5) foot utility easement surrounding all sides for installation of various utilities and equipment, such as water, sewer, storm drainage, and/or Manila Road have a fifteen (15) foot easement. All easements may be utilized by the various utilities at their discretion for placement of utilities and/or equipment.

ARTICLE VI DESIGN CRITERIA

6.1 Materials; Quality. All dwellings constructed within the Project shall be of new materials (with the exception of natural stone or rock) and shall be of good quality workmanship and materials. Thirty percent (30%) of all exterior construction shall be new brick or stone, except that used brick may be used with prior written approval of the Board. Only seventy percent (70%) stucco mix on the exterior is allowed, however, an increase in stucco up to eighty five percent (85%) may be allowed upon written approval from the Board if the Owner proposes to include a decorative enhancement i.e. coined corners, window pop-outs, etc., of different color and type of materials. Only those exterior materials which blend harmoniously with the natural environment, with special emphasis on earth toned colors, shall be permitted. The main exterior color to the dwelling must be a minimum of two shades lighter or darker than any neighboring dwelling if already built. Vinyl windows of good quality are required. Architectural grade asphalt roofing must be of the highest grade with a 25 year life minimum and all roof colors regardless of type must be approved by the Board. The roof pitch shall be at least 5/12 unless a variance is obtained from the Board. A minimum width of six (6) inches shall be required on the fascia. All stacks and chimneys from fireplaces with combustible materials other than gas are burned shall be fitted with a spark arrester. All owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

6.2 Restricted Materials. No wood, aluminum, metal or vinyl siding will be permitted, excepting that aluminum and vinyl materials will be allowed as soffit and fascia areas only.

6.3 Fencing. Fences are discouraged. Privacy fences of no greater height than six feet in the rear yard only, which must consist of a maintenance-free white vinyl materials only, are permitted. Chain link is prohibited unless it is factory color vinyl coated and then only on tennis courts and pet runs. The height of any fence, with the exception of tennis court fencing, shall not exceed Draper City requirements or six (6) feet, whichever is lower. Front yard fencing is limited to a three foot high, maintenance-free white vinyl materials only, in an open-style (rail, picket or basket weave) are permitted only along the side yards and are prohibited along the front lot line.

6.4 Required to Conceal. Roof mounted air conditioners, roof mounted solar panels, roof mounted satellite dishes and roof mounted antenna shall be kept obscured and hidden from view of the front yard and street.

6.5 Minimum Size of Dwelling. No dwelling shall be permitted on any lot wherein the floor area of the main structure of the dwelling, exclusive of garages and open porches, is less than the following measurements: (a) for a Single Story dwelling, 1,500 feet, not including basement area; (b) for Two Story dwelling, 1,000 square feet on the main floor and 700 square feet at the second floor totaling a minimum of 1,700 square footage for the combined two floors, not including basement; (3) for a Three Story dwelling, 1,000 square feet at the main level, 600 square feet at the second level and 300 square feet at the attic or within the roof area, totaling a minimum of 1,900 square feet, not including basement. (Note: The Board may vary these minimum requirements i.e should one level exceed the minimum square footage, a reduction may be allowed on another level).

6.6 Detached Garages. Detached garages are permitted where Lot size and topography allow and must be harmonious with the dwelling in design and exterior building materials. NO detached garage shall exceed 1,300 square feet in size, two stores in height, nor 8/12 roof pitch. Materials shall likewise comply with Section 12.1 herein. Enclosed recreational vehicles (RV) structures shall be first approved by the Board before submission to Draper City for permit. None of the above structures shall exceed the height of the dwelling on the same Lot.

6.7 Mail Boxes. All dwellings must have matching mailboxes throughout the entire Project. Model numbers may be obtained from the Board and it is mandatory that the builder, prior to occupancy, install this type only. The location of mailboxes is to be determined by the United States Postal Service.

6.8 Exterior Security Lighting. All dwellings may, but are not required to have, 110 volt electric outdoor post lamp retrofitted with a 20 amp electrical outlet (weather type) at the base of each post. The post lamp may have an activating light sensor with a minimum of 75 watts of lighting by either single bulb or by multiple bulbs. Exterior garage lighting must also be sensor activated with a minimum of two bulbs. All exterior lighting must be installed prior to occupancy of the dwelling and must not impose on neighbors privacy, such as a light shining down into a

neighbors window. Owners are responsible for the replacement of light bulbs. All security lighting and visibility must be maintained in good working order at all times. Failure to do so within one week of written notice will result in the Association replacing and repairing the light at the Owner's expense.

6.9 Exterior Outlets. At least two exterior outlets (weather type) at the front of each dwelling at each end are required. These outlets must be on separate amperage breakers and may be placed within the soffit.

6.10 Exterior Hose Bibs. At least three hose bibs are required with one on the front, rear and one side of each dwelling.

6.11 Utilities. Each dwelling shall receive utilities stubbed into it within only a few feet. It will be the responsibility of each Owner to complete and pay for all utility connections and fees i.e. water and sewer within his/her Lot. Owner is responsible to pay for the fees and connection of gas (Mountain Fuel Supply), electrical (UP&L), telephone (US West), cable tv (TCI) to his/her Lot. Declarant will provide stubbed into each Lot at its expense the following: sewer, water, electrical, telephone and cable tv.

6.12 Swimming Pools. If Lot size and topography allow for a swimming pool, the pool must be fenced in accordance with all Federal, State and Local safety ordinances. It is the sole responsibility of Owner to comply with these standards. Fencing restrictions of the Project may not comply with safety ordinances, thereby requiring the fencing of the pool itself, in which event the 120 square foot limitation above applies here, as well.

6.13 Construction Harmonious With Topography. Due to the unique lay of the Subject Land and the exquisite views offered in Traverse Hills I, it is imperative when selecting a dwelling to be built on a particular Lot, that the topography of the Lot be taken into consideration. For example: A Lot with a downhill slope from the roadway would be required to have a walkout basement or a Lot with an uphill slope would require a drive-under garage with a walkout second story. The Association reserves the right to reject any home determined to not meet these criteria.

6.14 Construction Time. The original purchaser of any Lot must begin construction on the property no later than twelve months from the date of closing and must complete construction of all structures no later than twelve months from the date construction begins. The beginning of construction shall be the instant any foliage is cut or removed by the Owner in anticipation of the landscaping or dwelling construction to be undertaken. All debris, excavation, dirt, and the like shall not be permitted on any of the streets or sidewalks in the Project. In the event of a resale of a Lot, NO extension of time will be granted without written approval from the Board prior to the resale of the Lot.

6.15 Landscaping and Automatic Sprinkling Systems. Owner must receive approval from the Board and install and complete all landscaping, including automatic sprinkling system, in the Park Strip, front, side and rear yards (except for additional trees, shrubbery, and flowers which may be added at a later time). Landscaping shall include all required drainage features, such as swells, ditches and retaining walls as required by the City of Draper. The entire yard of each Lot (from the street curb to the rear building line of the residence on the Lot) shall be landscaped prior to the occupancy date of any structure built upon said Lot, weather permitting. Each front yard shall contain a minimum of three one inch caliber trees at least six feet high of two different species (two in the Park Strip and one in the front yard). Overland drainage swells must be constructed and maintained along lot lines between houses to allow for drainage (storm) water to reach the streets without causing erosion to Owner=s Lot or to neighboring Lots. The swells must be constructed to Draper City Code and Lot line elevations between dwellings must be maintained in such a manner as to allow for proper drainage. Temporary erosion control measures according to the Draper City Code, will be required to be maintained by the Lot Owner until such time as permanent landscaping is complete. In order to assure timely installation of landscaping, \$1,000.00 shall be required from each Lot purchaser to be placed in escrow to be held until final inspection is approved by Draper City.

6.16 Design Guidelines. Nothing in this Article shall limit the Association from promulgating further design criteria. In addition to those criteria set forth above, Owners shall adhere to the Design Guidelines attached hereto.

6.17 Design Approval. Design approval shall be given by the Board of Trustees or a committee formed thereby. However, final design approval shall be given by Declarant, whether Declarant controls the selection of the Board or thereafter, until all Lots in the Project are sold and dwellings are built thereon. No grading, excavation, building, temporary fencing, wall, dwelling or other structure of any kind, or alteration, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof, along with a topographical plan showing the location of all Improvements, including a detailed landscaping plan including any retaining walls, has been approved by the Board of Trustees or a committee formed thereby and the city of Draper. All subsequent additional to or changes or alterations in any dwelling, fence, wall or other structure, including exterior color schemes and changes in the grade of any Lot, shall be subject to the prior written approval of the Board. No changes or deviations in or from the plans and specifications once approved by the Board shall be made without the prior written approval of the Board. The Owner must submit three (3) complete sets of drawings to the Board, one to be kept by the Board to insure that what is built is what was submitted. The remaining two will be stamped for approval after meeting all requirements and returned to the Owner for submission to the City of Draper in order to obtain a building permit. Please not, the City of Draper will NOT issue a permit without the prior approval of the Board. A fee of \$250.00 will be assessed each Owner by the Board for architectural compliance. Owner shall allow one week for review. One resubmission is allowed at no cost. Owner shall allow one week for review of any re-submissions. A fee of \$100.00 will be charged for any other submission(s) that may take up to three weeks for review. Subsequent to receiving Board approval and prior to commencement of construction, each Owner shall be responsible for obtaining a building permit from Draper City and for connection of ALL utilities to the Lot.

ARTICLE VII
THE ASSOCIATION

7.1 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. An Owner shall be entitled to one membership for each Lot owned by said Owner, excepting Lots owned by Declarant which shall not be entitled to a membership vote. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the Owner=s membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

7.2 Board of Trustees. The Board of Trustees shall initially consist of three (3) members which shall be increased to five (5) members upon the termination of Declarant=s right to appoint the Board of Trustees. Declarant reserves the right to appoint all of the Board of Trustees until the first of the following occurs:

- (a) Either seven (7) years from the date of recordation of this Declaration, or
- (b) The date on which at least 60% of the Lots in the Project have been conveyed to Owners other than Declarant.

7.3 Selection of Five Member Board of Trustees. Within thirty days of the occurrence of events contemplated in 7.2, the Declarant or it=s successor shall be responsible to call a meeting of the Association in order to elect five (5) members of the Board of Trustees. Two Board members shall be elected for two-year terms and three members for three-year terms. At each annual meeting of the Association hereafter, any vacant seat on the Board shall be filled with a member elected for a three-year term.

7.4 Qualifications for Board. Only fee simple Owners within Traverse Hills I shall be eligible to serve on the Board of Trustees. No Owner in violation of the terms and conditions of this Declaration or Bylaws may serve on the Board of Trustees or any committees formed thereby.

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

7.6 Annual Meeting. The Association is to meet annually to vote upon the business that is in the common interest of the Lot Owners.

ARTICLE VIII
CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 The Common Areas. The Association shall be responsible, as described in Section 4.4, and subject to the rights and duties of the Owners as set forth in this Declaration, for the exclusive management and control of the Common Areas and all improvements thereon. Except as otherwise provided for in this Declaration, the Association shall also be responsible for maintenance, repair, and replacement of all improvements or other materials located upon or used in connection with the Common Areas. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

8.2 Manager. The Association may by written contract delegate in whole or in part to a professional Manager such of the Association=s duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.

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

8.4 Real and Personal Property. The Association may acquire, hold and own real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. All of the Common Areas shall be deeded by Declarant to the Association. The maintenance, repair and replacement of all such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall become part of such Fund.

8.5 Rules and Regulations. The Association, by action of its Board of Trustees, may make reasonable rules and regulations governing the use of the Lots and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorney=s fees, from the offending Owner.

8.6 Easements. The Board of Trustees may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, utility, ingress, egress, construction and similar easements over, under, across, and through the Common Areas. Easements for installation and maintenance of utilities and drainage facilities and other uses are reserved as shown on the Plat Map. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels or easements. The easement area of each Lot and all Improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. No Owner shall interfere with the established points at which drainage easements enter and leave the Lot, nor the established course through the Lot.

8.7 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.8 Reserves. The Association shall maintain an adequate reserve funds for maintenance, repairs and replacement of those Common Areas that must be replaced on a periodic basis, and such reserves shall be funded from the monthly assessments described in Article IX below.

ARTICLE IX ASSESSMENTS

9.1 Agreement to Pay Assessments. Declarant hereby covenants, and each Owner of a Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purpose provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article IX.

9.2 Regular Assessments. Regular assessments shall be computed and assessed against all Lots in the Project as follows:

(a) Common Expenses.

(i) Annual Budget. On or before the 1st day of December of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every

important particular the estimates made, shall be submitted to the Members on or before the 15th day of December of each year. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(ii) Basis of Annual Budget. The annual budget shall be based upon the Association=s estimates of the cash required to provide for payment of expenses (ACommon Expenses@). Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; sinking or reserve funds required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration.

(iii) Annual Assessments. The Association shall establish a regular, equal monthly assessment to be paid by each Owner (ACommon Expense Fund@). The dates and manner of payment shall be determined by the Association. The foregoing method of assessing the Common Expenses to the Owners may be altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Lot be equal. Each monthly installment of the regular assessment shall bear interest at the rate of one and one-half percent (1 2%) per month from the date it becomes due and payable until paid. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.

(b) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner=s assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 9.3 below, except that the vote therein specified shall not be necessary.

(c) Declarant=s Obligations. Notwithstanding the preceding provisions of this Section 9.2 to the contrary, until sixty percent (60%) of the Lots have been conveyed by Declarant to purchasers thereof, each Owner shall pay a annual assessment of their pro-rata share of the common expenses and Declarant shall be exempt from this obligation as stated in 4.4 above.

9.3 Special Assessments. In addition to the regular assessments authorized by Sections 9.1 and 9.2 above, the Association may levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (50%) of the Total Votes of the Association, special assessments, payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of

the Common Areas or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be apportioned equally among and assessed equally to all Lots. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half percent (1 2%) per month from the date such portions become due until paid.

9.4 Lien for Assessments. All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article IX, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner=s Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the Salt Lake County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys= fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

9.5 Personal Obligation of Owner. The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney=s fees.

9.6 Statement of Account. Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot and payment of any reasonable fee assessed, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Lot, and (b) the amount of the current regular assessment with respect to such Lot and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

9.7 Personal Liability of a Purchaser. A purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser=s right to recovery from the seller of the amount of such assessments paid by the purchaser for such assessments.

9.8 Assessments Part of Common Expense Fund. All funds received from assessments under this Article IX shall be a part of the Common Expense Fund.

9.9 Amendment of Article. Except as may be necessary to conform to the law, as it may be amended from time to time, this Article IX shall not be amended unless the Owners of all Lots in the Project unanimously consent and agree to such amendment by a duly recorded instrument.

ARTICLE X MAINTENANCE

10.1 Purpose. In order to create, maintain and improve the Project as a pleasant, desirable environment, to establish a harmonious design for the community and to protect and promote the value of the Project, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration, or be subject to the assessment of Maintenance Charges to be levied by the Association as hereinafter provided.

10.2 Maintenance of Park Strip. Each Owner shall be responsible to maintain the Park Strip fronting each Owner=s Lot. Maintenance shall include, without limitation, the mowing and watering of the designated Park Strips, removal of weeds, clearing of debris, removal of snow from the sidewalk and other general care. In the event that Owner shall fail to maintain the Park Strip, whether such failure is caused through the failure to act or the willful or negligent act of any Owner, his family, guests or invitees, or otherwise, then, subject to the provisions of Section 10.4 hereof, the Association shall have the right to cause such landscaping maintenance to be performed. The cost of such maintenance and repairs shall constitute a Maintenance Charge to which such Owner=s Lot shall be subject and the Maintenance Charge shall be secured by a Maintenance Charge Lien as set forth herein. (Note: Only acceptable trees, grass, shrubbery and flowers are allowed within the area of the Park Strip. No cobble stone, rocks, fences, asphalt, concrete or mounds are permitted. Mailboxes are allowed within the Park Strip).

10.3 Improper Maintenance of Lot. Each Lot within the Project shall be maintained by its Owner without regard to whether or not any Improvements have been constructed thereon by said Owner. In the event that: (a) any Park Strip or Lot is not maintained or repaired as set forth herein; (b) any portion of any Lot is so maintained as to present a public or private nuisance or as to substantially detract from the appearance or quality of the surrounding Lots; (c) any portion of a Lot being used in a manner which violates this Declaration; (d) any Owner fails to maintain acceptable vegetation on any slope greater than 30E on said Owner=s Lot; or (e) any Owner fails to perform any of its obligations under this Declaration or the Design Guidelines; then the Association shall give

written notice thereof to the Owner of the applicable Lot, stating that the conditions must be corrected within thirty (30) days of the date of such notice. Should such conditions not be corrected after thirty days after notice is given, the Association shall have the right, without further notice or demand, to cause the conditions set forth in the notice to be corrected at the cost of the Lot Owner. The cost of such maintenance or repairs shall constitute a Maintenance Charge to which such Owner=s Lot shall be subject and shall be secured by a Maintenance Charge Lien as set forth herein.

10.4 Maintenance Charge Lien. The Maintenance Charges, together with interest, costs, and reasonable attorneys= fees, shall be secured by a lien on the Lot to which such charges relate, in favor of the Association. Such charges, costs and expenses shall be a lien upon the Lot against which each such charge is made until paid in full. The Maintenance Charge Lien shall be a charge on the Lot, shall attach from the date when the unpaid charge became due and shall be a continuing lien upon the Lot against which each such assessment is made until paid in full. Each such Maintenance Charge shall be the personal obligation of the Owner of such Lot. The Association may foreclose the Maintenance Charge Lien in the name manner as a mortgage on real property, upon the recording of a Notice of Delinquent Maintenance Charge as set forth in Section 10.6 herein. The Association shall be entitled to purchase the Lot at any such foreclosure sale.

10.5 Effect of Nonpayment. Any Maintenance Charge not paid within thirty (30) days of the date of written notice of the amount thereof, shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. The Owner of the applicable Lot shall be liable for all costs, including attorneys= fees, which may be incurred by the Association in collecting the same. The Association may also record a Maintenance Charge Lien against any Lot as to which a Maintenance Charge is delinquent. The notice shall be executed by a member of the Board of Trustees and shall set forth; the amount of the unpaid charge; the name of the delinquent Owner; and a description of the Lot. The Association may establish a fixed reasonable fee to reimburse the Association for its costs in recording such notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as a part of the Maintenance Charge. The Association may bring an action at law against the Owner personally obligated to pay the delinquent charge and/or foreclose the lien against said Owner=s Lot. Commencement of an action against said Owner shall not be deemed to be a waiver of the right to foreclose the lien granted herein unless and until all amounts are due and paid in full. No Owner may waive or otherwise avoid liability for the Maintenance Charges provided for herein by non-use or abandonment of his or her Lot.

10.6 Priority of Lien. The Maintenance Charge Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is a lender (or its successors or assigns) which has previously lent funds, the security of which is the Lot against which the Maintenance Charge Lien is assessed, and shall also be subject to and subordinate to all liens for taxes and other public charges. Except as provided above, the Maintenance Charge Lien shall be superior to any and all charges, liens, or encumbrances which may in any manner arise or be imposed upon the applicable Lot after the date and time of the recordation of the notice of Maintenance Charge Lien. Subsequent sale or transfer of any Lot shall not affect the Maintenance Charge Lien, but it shall run with the land.

ARTICLE XI
INSURANCE

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

(a) Fire and Casualty Insurance. A policy or policies of insurance on the Common Areas of the Project in such amounts as shall provide for replacement thereof in the event of damage or destruction from casualty against which such insurance is customarily maintained by other projects similar in construction, design, and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection as to the Common Areas. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such Aeductible@ provisions as in the Association=s opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive public liability insurance coverage for the Project, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project.

(c) Workers= Compensation Insurance. Workers compensation and employer=s liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance or Bond. Fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees or the Manager, destruction or disappearance of money or securities, and forgery.

11.2 Form of Insurance. Insurance coverage on the Project, insofar as possible, shall be in the following form:

(a) Casualty and Flood Hazard Insurance. Casualty and hazard insurance in a form or forms naming the Association as the insured, as trustee for the Owners and for Declarant, whether or not Declarant is an Owner, and which policy or policies shall specify the interest of each Owner (Owner=s name and Lot number), and shall contain a standard, noncontributory mortgagee clause in favor of each Mortgagee which from time to time shall give notice to the Association of its Mortgage. The Association shall furnish to each owner, and to each Mortgagee requesting in writing the same, a certificate of coverage, including an identification of the Owner=s interest.

(b) Public Liability and Property Damage Insurance. Public liability and property damage insurance which names the Association as the insured, as trustee for each Owner, for the Manager, if any, and for Declarant, whether or not Declarant is an Owner, and which protects each Owner, the manager, if any, and Declarant against liability for acts or omissions of any of them in connection with the ownership, operation, maintenance, or other use of the Project.

11.3 Additional Coverage. The provisions of this Declaration 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 by this Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.

11.4 Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

11.5 Insurance Carried by Owners. Each Owner is responsible for and may obtain insurance, at his own election and expense, providing coverage upon his Lot, and all improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate; provided that if the insurer under said policy is the insurer under any policy issued pursuant to Section 10.1 through 10.3 above, then any insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier=s coverage for liability arising under any of the insurance policies obtained by the Association pursuant to this Article. The Association shall have no obligation or responsibility to carry insurance on the Lots, or any improvements located on the Lots.

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

ARTICLE XII
COMPLIANCE WITH DECLARATION AND BYLAWS

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

12.2 Enforcement and Remedies. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any supplemental or amended Declaration, enforceable against the Association, shall be enforceable by Declarant or by any Owner of a Lot, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any supplemental or amended Declaration, enforceable against an owner or any other person, shall be enforceable by Declarant of the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

ARTICLE XIII
MORTGAGEE PROTECTION

13.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

13.2 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due. For any sham Mortgage recorded with the purpose to hinder creditors, all of the Association's permitted liens shall relate back to the date of the recording of this instrument.

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

13.4 Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer. Any unpaid assessments shall be deemed to be Common Expenses collectible from all of the Lots in the Project, including the Lot that has been acquired in accordance with the provisions of this Section.

13.5 Amendment. After the recording of this instrument, no provision of this Article XIII shall be amended without prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Salt Lake County, Utah, as of the date of such amendment.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Intent and Purpose. The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned unit development project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

14.2 Construction. The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

14.3 Registration of Mailing Address. Upon the sale of any lot, the Owner of such Lot shall register from time to time with the Association his current mailing address. All notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Owner at his registered mailing address, or, if no address has been registered, to the Lot of such Owner. All notice or demands intended to be served upon the Association may be sent by first class U.S. registered or certified mail, postage prepaid, addressed to the Association at the address of its offices as may be furnished to the Owners in writing from time to time. Any notice or demand referred to in this Declaration shall be deemed given three days after deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section.

14.4 Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association.

14.5 Amendment. This Declaration may be amended by recording in the Salt Lake County records a Certificate of Amendment, @ duly signed and acknowledged. After the recording of this instrument, any amendment shall be effective only if written consent is obtained from the holders of recorded first mortgages of deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded mortgages or first deeds of trust.

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

14.7 Agent for Service. The person to receive service of process for the Association shall be the then current registered agent of the Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.

14.8 Limitation on Association=s Liability. The Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, snow or ice. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to the Project or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.

14.9 Owner=s Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he conveys title to such Lot.

14.10 City Access. The City of Draper and any other governmental or quasi-governmental body having jurisdiction over the Project shall have a right of access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained with the Common Areas for the purpose of providing police and fire protection, providing emergency medical services, transporting school children, and providing any other governmental or municipal service.

14.11 Term. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting seventy-five percent (75%) of the total votes cast at an election held for such purpose, within six (6) months prior to the expiration of the initial period or any successive period hereof. This Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election duly held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period of six (6) months prior to such vote, to six (6) months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded in the Salt Lake County records as ACertificate of Termination,@ duly signed by a member of the Board and acknowledged before a Notary Public. Thereupon, the covenants herein contained shall have no further force and effect, and the Board and the Association shall be dissolved.

14.12 Additional Property. Notwithstanding any other provision of this Declaration, Declarant shall have the right to unilaterally provide for the amendment of this Declaration for the purpose of causing additional property to become subject to the terms and conditions hereof. Such right shall be exercised in the sole and absolute discretion of Declarant and may be exercised on one or more occasions. The right herein reserved shall be exercised without the requirement of any vote of consent of any owner, by the recordation of an amendment to this Declaration, executed by Declarant (and the fee owner of the real property to be annexed hereto, if other than Declarant), which shall provide a legal description of the real property to be annexed, a statement that such additional property shall thereby be made subject to the terms and conditions hereof, and such other matters as Declarant shall determine to be necessary, provided, however, that no such unilateral amendment shall materially impair the right of any existing Owner of a Lot in the Project.

14.13 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interests of Owners and or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails and easements, mountain bike easements and drainage easements.

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

DECLARANT:

TRAVERSE HILLS PROPERTIES, L.C., a Utah limited liability company

By: David K. Mast
David K. Mast

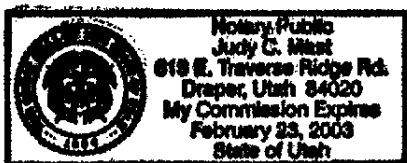
Its: Manager
Member / Owner Traverse Hills Properties

STATE OF UTAH)
)ss.
COUNTY OF)

The foregoing document was acknowledged before me this 4th day of January , 2000, by **David K Mast**, a **managing member/ owner** of **Traverse Hills Properties L.C.**, a Utah limited liability company.

Judy C. Mast
NOTARY PUBLIC
Residing At: 63 East Traverse Ridge Rd
Provo Utah 84020

My Commission Expires:



BK8453PG1023

**EXHIBIT A
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRAVERSE HILLS I**

(Description of Land)

A Parcel of Land located in Salt Lake County, State of Utah, described as follows:

**EXHIBIT B
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRAVERSE HILLS I**

(Bylaws)

**BYLAWS
OF
TRAVERSE HILLS I HOME OWNER'S ASSOCIATION, INC.**

**ARTICLE I
NAME AND PRINCIPAL OFFICES**

Name. The name of the nonprofit corporation is the Traverse Hills I Home Owners Association, hereinafter the "Association."

Offices. The Traverse Hills I Home Owners Association, Inc. (the "Association") may have such other offices, within the State of Utah, as the Board of Trustees may designate or as the business of the Association may require from time to time.

**ARTICLE II
DEFINITIONS**

Except as otherwise provided herein or as otherwise required by the context, all terms defined in the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Traverse Hills I, a planned residential unit development subdivision ("Declaration"), shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEMBERS**

Section 1. Annual Meeting. The annual meeting of Members of the Association shall be held on the first Tuesday of April of each year at the hour of 6:00 o'clock p.m., beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Trustees (if the Members at the time of such meeting then have responsibility for so doing) and transacting such other business as may properly come before the meeting. If the election of Trustees shall not held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as is convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members without the necessity of amending these Bylaws.

Section 2. Special Meetings. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called from time to time by the Board of Trustees or by the president, and shall be immediately called by the president at the written request of the

Members holding no less than thirty percent (30%) of the total votes of the Association, such written request to state the purpose of the meeting and to be delivered to the Board of Trustees or the president. In case of failure to call such meeting within twenty (20) days after such request, such members may then call the same.

Section 3. Place of Meeting. The Board of Trustees may designate any place within the State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees. A waiver of notice signed by all Members may designate any place, within the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be at the Project.

Section 4. Notice of Meeting. The Board of Trustees shall cause written or printed notice of the time, place, and purpose of all meetings of the Members, whether annual or special, to be delivered not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first class postage thereon paid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the Member's Lot address shall be deemed to be his registered address for purposes of notice hereunder.

Section 5. Fixing of Record Date. Upon purchasing a Lot in the Project, each Owner shall promptly furnish to the Association a copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. For purposes of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board of Trustees may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of records of Lots in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members and any adjournments thereof.

Section 6. Quorum. 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 of the adjournment together with the new time shall be delivered to the members as provided for notice of meetings above. At the

reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

Section 7. Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a member is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

Section 8. Votes. With respect to each matter, including the election of Trustees and the determination of a quorum or taking of any action, submitted to a vote of the Members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote for each Lot owned by such Member. The developer may cast one vote each for as many lots as remain unsold, inventory lots, until such time as he sells the same. However, the right to vote does not impose any obligation to pay fees, assessments or costs upon the developer. Unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law, the affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members.

Section 9. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

Section 10. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by 75% of the Members entitled to vote with respect to the subject matter thereof.

Section 11. Waiver of Notice. Any notice required to be given to a Member may be waived by the Member entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice.

**ARTICLE IV
BOARD OF TRUSTEES**

Section 1. General Powers. The property, affairs, and business of the Association shall be managed by the Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law, the Articles 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 of Trustees 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 Project 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 and shall be reviewed at least once a year by an auditor outside the organization, as required by the Declaration. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

Section 2. Initial Board of Trustees. The initial Board of Trustees shall be composed of three (3) Trustees appointed by Declarant. The Trustees specified in the Articles of Incorporation, and any replacements duly appointed by Declarant, shall serve until the first meeting of the Members held *after* the Members obtain the responsibility for electing Trustees, and until their successors are duly elected and qualified. The initial Board of Trustees will not be replaced until such time as established by Article VII, paragraph 7.2, of the AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONA AND RESTRICTIONS FOR TRAVERSE HILLS I. Nothing contained in these Bylaws shall be construed to alter provisions of that document. The Trustees specified in the Articles of Incorporation, and any replacements duly appointed by the Declarant, are not required to be Members of the Association or residents of the State of Utah, and the Trustees elected by the Members must be Members of the Association and shall not be in default under any provisions of the Declaration or these Bylaws. The initial Board of Trustees shall have, during their tenure or service, have all the powers and responsibilities as any other Board of Trustees, including the General Powers granted in Section 1, above, power to collect assessments, contract for services, and exercise any power granted under the Declarations, By-laws and Articles or provided elsewhere or by law.

Section 3. Permanent Board of Trustees. After the Declarant turns over to the Members responsibility for electing Trustees, the Board of Trustees shall be composed of five (5) Trustees. Neither the initial nor the permanent Board of Trustees need be a resident of Traverse Hills I nor own a lot therein.

Section 4. Regular Meetings. A regular annual meeting of the Board of Trustees shall be held without other notice than this Bylaw, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution with notice provided to all Trustees of such resolution the time and place, within the State of Utah, for holding of additional regular meetings without other notice than such resolution.

Section 5. Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any of the Trustees. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within the State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address, or by telegram. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. so addressed, with first class postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to have been delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of a meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Manner of Acting. A majority of the then authorized number of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. Except as otherwise required in these Bylaws, the Articles of Incorporation, or the Declaration, the act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such.

Section 7. Compensation and Limitation of Liability. No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of his duties as a Trustee to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Trustee. Trustees shall not be personally liable for actions undertaken as a Trustee, acting within the scope of their duties set forth herein. Trustees shall be indemnified and held harmless from claims arising against them while acting in their role as Trustees by the Members. The liability for operation of the "Tot Lot" is specifically the risk of the Members, and not the Trustees.

Section 8. Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the president or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee (other than a Trustee appointed by the Declarant) may be removed at any time, for or without cause, by the affirmative

vote of two-thirds (2/3rds) of the total number of votes of the Members at a special meeting of the Members duly called for such purpose.

Section 9. Vacancies. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, or disqualification of a Trustee (other than a Trustee appointed by the Declarant), or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting at which such vote occurs. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the Members may be filled by elected at the meeting at which such Trustee is removed. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, or removal of a Trustee appointed by the Declaration, such vacancies shall be filled by appointments to be made by the Declarant. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created trusteeship, as the case may be.

Section 10. Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

Section 11. Waiver of Notice. Any notice required to be given to a Trustee may be waived by the Trustee signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice. Attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting unless such Trustee is attending the meeting for the sole and express purpose of objecting to the transaction of any business at the meeting because the meeting was not lawfully called or convened.

ARTICLE V OFFICERS

Section 1. Officers. The officers of the Association shall be a president, a secretary, a treasurer and such other officers as may from time to time be appointed by the Board of Trustees. The initial Officers will not be elected until such time as the permanent Board of Trustees is established by Article VII, paragraph 7.2, of the AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONA AND RESTRICTIONS FOR TRAVERSE HILLS I. Nothing contained in these Bylaws shall be construed to alter provisions of that document.

Section 2. Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event of failure to choose officers at such regular annual meeting of the Board of Trustees, officer

may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices; provided, however, that the present may not also be the secretary or the treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The president, secretary and the treasurer shall, except when elected by the Trustees specified in the Articles of Incorporation of the Association, be and remain Members of the Association during the entire term of their respective offices and may, but need not be, Trustees. No other officer need be a Trustee or a Member of the Association.

Section 3. Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate offices need not be Trustees or Members of the Association.

Section 4. Removal. Any officer may resign at any time by delivering a written resignation to the president or to the Board of Trustees. Any officer or agent may be removed by the Board of Trustees whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 5. Vacancies. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

Section 6. President. The president shall be the principal executive officer of the Association and, subject to the control of the Board of Trustees, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Members and of the Board of Trustees. He may sign, with the secretary or any other proper officer of the Association thereunto authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these Bylaws to some other officer or agent of the Association, or shall be required by law to

be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Trustees from time to time.

Section 7. Secretary. The secretary shall (a) keep the minutes of the Association and of the Board of Trustees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) the custodian of the corporate records of the Association; and (d) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Trustees.

Section 8. Treasurer. The treasurer, if appointed, shall: (a) have charge and custody of and be responsible for all funds of the Association; (b) receive and given receipt for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be determined by the Board of Trustees; and (c) in general perform all of the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Trustees.

Section 9. Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president of the Board of Trustees.

Section 10. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer. Officers shall enjoy the same protection from personal liability as the Board of Trustees, as set forth in the preceding Article.

ARTICLE VI COMMITTEES

Section 1. Designation of Committees. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least two (2) Trustees. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board of Trustees and

(except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

Section 2. Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

Section 3. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least two-thirds (2/3rds) of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designed by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

Section 4. Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the president, the Board of Trustees, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee.

Section 5. Vacancies. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification -- Third-Party Actions. In addition to the limitations on liability set forth above in preceding Articles, 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 Trustee 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 plead 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.

Section 2. Indemnification B Association Actions. 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 Trustee 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 he 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.

Section 3. Determination. To the extent that a person has been successfully on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 or 2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 1 or 2 of Article VII hereof shall be made by the Association only upon a determination that identification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 1 and 2 hereof. Such determination shall be made either (a) by the Board of Trustees by a majority vote of disinterested Trustees or (b) by independent legal counsel in a written opinion, or (c) by the Members of the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose.

Section 4. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this article or otherwise.

Section 5. Scope of Indemnification. The indemnification provided for by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested Members or Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees, and agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 6. Insurance. The Association may purchase and maintain, with funds from the Common Expense Fund, insurance on behalf of any person who was or is a Trustee, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, 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, modified or adopted.

Section 7. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII FISCAL YEAR AND SEAL

This fiscal year of the Association shall begin on the 1st day of January of each year and shall end on the 31st day of December next following; provided, however, that the first fiscal year shall begin on the date of incorporation.

The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

ARTICLE IX RULES AND REGULATIONS

The Board of Trustees may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project; provided, 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 of Trustees, and with copies of all amendments and revisions thereof.

**ARTICLE X
AMENDMENTS**

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the Members upon the affirmative vote of more than fifty percent (50%) of the Total Votes of the Association at an annual or special meeting of the Members at which a quorum is present, if the proposed amendment, modification, repeal or new bylaw is set forth in the notice of such meeting.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of the Traverse Hills I Home Owners Association, have hereunto set their hands this 4th day of January, 2000.

David C. Mast

, Trustee

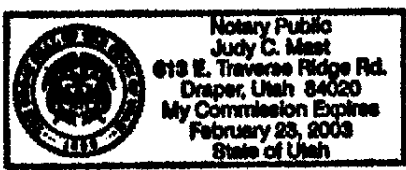
, Trustee

, Trustee

STATE OF UTAH)
 :ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 4th day of January, 2000, by David C. Mast, Trustee of the Traverse Hills I Home Owners Association.

Judy C. Mast



BK8453PG1037

My Commission Expires:

NOTARY PUBLIC
Residing At:

STATE OF UTAH)
 :SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by _____, Trustee of the Traverse Hills I Home Owners Association.

My Commission Expires:

NOTARY PUBLIC
Residing At:

STATE OF UTAH)
 :SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by _____, Trustee of the Traverse Hills I Home Owners Association.

My Commission Expires:

NOTARY PUBLIC
Residing At:

**EXHIBIT C
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRAVERSE HILLS I**

(DESIGN GUIDELINES)

**ARTICLES OF INCORPORATION
OF
TRAVERSE HILLS I HOMEOWNERS' ASSOCIATION, INC.**

(A Utah Non-Profit Corporation)

The undersigned incorporators, desiring to form a corporation pursuant to the Utah Non-Profit Corporation and Cooperative Association Act (the AAct@), does hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the Corporation is TRAVERSE HILLS I HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of this Corporation, which is organized as a non-profit corporation, shall be to exercise all the powers and privileges and to perform all of the duties and obligations of the Traverse Hills I Homeowners' Association, Inc. as set forth in the Declaration of Protective Covenants, Conditions and Restrictions for Traverse Hills I, a Planned Residential Unit Development Subdivision (the AProject@), as recorded in the office of the County Recorder of Salt Lake County, State of Utah, as the same may be amended from time to time as therein provided (the ADeclaration@), and to acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property, including Common Areas and Facilities (as defined in the Declaration), in connection with the affairs of the Corporation, subject to the limitations contained in the Declaration.

To do everything necessary and proper for the accomplishment of the purposes enumerated in these Articles of Incorporation, or any amendment thereof, or necessary or incidental to the protection and benefit of the Corporation and, in general, to carry on any lawful business necessary or incidental to the attainment of the purposes of the Corporation, whether or not such business is similar in nature to the purposes set forth in the Articles of Incorporation of the Corporation, or any amendment thereof.

ARTICLE IV

This Corporation is organized as a nonprofit corporation under the Act. It shall not have

any power to issue certificates of stock or declare dividends and no part of its net earnings shall inure to the benefit of any member, trustee or individual. The balance, if any, of all money received by the Corporation from its operations, after the payment in full of all debts and obligations of the Corporation of whatever kind or nature, shall be used and distributed exclusively for the purposes set forth in Article IV hereof.

The Board of Trustees of the Corporation will constitute the Executive Board. Any references to the Executive Board in the project documents shall mean the Board of Trustees. The Board of Trustees of the Corporation may designate such committee or committees as it determines in accordance with law to exercise such authority as the Board of Trustees shall delegate in the resolution designating such committee or committees.

ARTICLE V

The number of Trustees constituting the initial governing board, known as the Board of Trustees, is three (3). The members of the initial Board of Trustees have been appointed and may be removed and replaced from time to time, for a specific period of time in accordance with the Declaration, by the Declarant, Traverse Hills Properties, L.C., a Utah limited liability company. After that initial period, which is described in the Declaration, initial Trustees shall serve, and shall be removed and replaced by the Owners, as defined in the Declaration, in accordance with the provisions of the Corporation=s Bylaws and the Declaration. The names and addresses of the persons who are to serve as Trustees until their successors are appointed or elected and shall qualify are as follows:

<u>Name</u>	<u>Address</u>
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ARTICLE VI

The initial registered agent and registered address of the Corporation shall be David K. Mark, 613 East Traverse Ridge Rd., Draper Utah ^{L.C.}. The undersigned hereby accepts and acknowledges appointment as the initial registered agent of this Corporation and confirms that he meets the necessary requirements.

David K. Mark
613 East Traverse Ridge Rd., Registered Agent
Draper Utah 84020

ARTICLE VII

The name and street address of the incorporator is TRAVERSE HILL I. HO. A, whose address is 613 EAST TRAVERSE RIDGE ROAD, DRAPER UTAH 84020

ARTICLE VIII

In the event of the dissolution of this Corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all the business, property and assets of the Corporation shall be distributed in accordance with Utah Code Ann. Section 16-6-63 (1953) as the same may be amended from time to time.

ARTICLE IX

The location and street address of this Corporation's initial principal office is 613 EAST TRAVERSE RIDGE RD, DRAPER, UTAH, 84020.

ARTICLE X

The Corporation has Members. Each Member is and must be an owner of a Lot, as said Lots are defined in the Declaration. The Members, or Owners, as they are defined in the Declaration, shall vote in accordance with the Declaration and the Bylaws.

ARTICLE XI

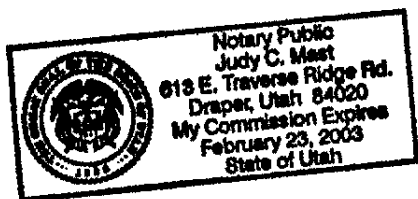
Bylaws will be hereafter adopted. Such Bylaws may be amended or replaced, in whole or in part, in the manner provided therein, and the amendments to the Bylaws shall be binding upon all Members.

ARTICLE XII

The Corporation shall indemnify its officers, trustees, agents and other persons against liabilities incurred by them that result from their acts that are performed in furtherance of the business of the Corporation to the full extent now or hereafter permitted by the laws of the State of Utah.

IN WITNESS WHEREOF, the above-named incorporator has executed these Articles of Incorporation this 4th day of January, 2000.

Judy C. Meest



RXLP TRAVERSE HILLS 1				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE
		L	A	34-07-328-001-0000	NO
		L	B	34-07-402-003-0000	NO
		L	C	34-07-403-039-0000	NO
		L	1	34-07-403-001-0000	NO
		L	2	34-07-403-012-0000	NO
		L	3	34-07-403-020-0000	NO
		L	4	34-07-404-001-0000	NO
		L	5	34-07-404-003-0000	NO
		L	6	34-07-404-002-0000	NO
		L	7	34-07-404-011-0000	NO
		L	8	34-07-404-012-0000	NO
		L	9	34-07-404-013-0000	NO
		L	10	34-07-403-033-0000	NO
		L	11	34-07-403-034-0000	NO
		L	12	34-07-403-035-0000	NO
		L	13	34-07-403-036-0000	NO
		L	14	34-07-403-037-0000	NO
		L	15	34-07-403-038-0000	NO
		L	16	34-07-403-040-0000	NO
		L	17	34-07-403-041-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER

RXLP TRAVERSE HILLS 1			BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE
		L	18	34-07-403-042-0000	NO
		L	19	34-07-403-043-0000	NO
		L	20	34-07-403-002-0000	NO
		L	21	34-07-403-003-0000	NO
		L	22	34-07-403-004-0000	NO
		L	23	34-07-403-005-0000	NO
		L	24	34-07-403-006-0000	NO
		L	25	34-07-403-007-0000	NO
		L	26	34-07-403-008-0000	NO
		L	27	34-07-403-009-0000	NO
		L	28	34-07-403-010-0000	NO
		L	29	34-07-403-011-0000	NO
		L	30	34-07-403-019-0000	NO
		L	31	34-07-403-018-0000	NO
		L	32	34-07-403-017-0000	NO
		L	33	34-07-403-016-0000	NO
		L	34	34-07-403-015-0000	NO
		L	35	34-07-403-014-0000	NO
		L	36	34-07-403-013-0000	NO
		L	37	34-07-403-021-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER

RXLP TRAVERSE HILLS 1				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE
		L	38	34-07-403-022-0000	NO
		L	39	34-07-403-023-0000	NO
		L	40	34-07-403-024-0000	NO
		L	41	34-07-403-025-0000	NO
		L	42	34-07-403-026-0000	NO
		L	43	34-07-403-027-0000	NO
		L	44	34-07-403-028-0000	NO
		L	45	34-07-403-029-0000	NO
		L	46	34-07-403-030-0000	NO
		L	47	34-07-403-031-0000	NO
		L	48	34-07-403-032-0000	NO
		L	49	34-07-403-051-0000	NO
		L	50	34-07-403-050-0000	NO
		L	51	34-07-403-049-0000	NO
		L	52	34-07-403-048-0000	NO
		L	53	34-07-403-047-0000	NO
		L	54	34-07-403-046-0000	NO
		L	55	34-07-403-045-0000	NO
		L	56	34-07-403-044-0000	NO
		L	57	34-07-404-014-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER

RXLP TRAVERSE HILLS 1				BLK-LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE
		L	58	34-07-404-015-0000	NO
		L	59	34-07-404-016-0000	NO
		L	60	34-07-404-017-0000	NO
		L	61	34-07-404-018-0000	NO
		L	62	34-07-404-019-0000	NO
		L	63	34-07-404-020-0000	NO
		L	64	34-07-404-010-0000	NO
		L	65	34-07-404-009-0000	NO
		L	66	34-07-404-008-0000	NO
		L	67	34-07-404-007-0000	NO
		L	68	34-07-404-006-0000	NO
		L	69	34-07-404-005-0000	NO
		L	70	34-07-404-004-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER