

WHEN RECORDED, RETURN TO:

4141 So. Highland Drive, Ste. 225
Salt Lake City, UT 84124
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOWS AT JESSIE'S BROOK
(INCLUDING BYLAWS)

DISCLOSURE

THE COMMUNITY CONTAINS ONE (1) INTERIOR PRIVATE ROAD. THE COMMUNITY MAY BE EXPANDED TO INCLUDE OTHER TERMS AND MAY INCLUDE OTHER PRIVATE ROAD(S). OTHERWISE, THERE IS NO COMMON AREA. ONLY THE OWNERS WHOSE PROPERTY ABUTS THE INTERIOR PRIVATE ROAD SHALL PAY AN ASSESSMENT FOR ITS UPKEEP. THE INTERIOR LOTS, AS DEFINED HEREIN, SHALL BE SUBJECT TO A COMMITTEE COMPRISED OF INTERIOR LOT OWNERS ONLY TO HELP MAKE DECISIONS FOR THIS ROAD, COLLECT NECESSARY ASSESSMENTS FOR ITS UPKEEP, ETC. ENFORCEMENT OF THESE GOVERNING DOCUMENTS SHALL BE AN OWNER ISSUE BETWEEN OTHER OWNERS (THERE IS NO FORMAL ASSOCIATION CREATED) UNLESS THE ISSUE RELATES TO THE INTERIOR PRIVATE ROAD OVER WHICH THE COMMITTEE HAS LIMITED AUTHORITY AS DESCRIBED HEREIN.

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Declaration") is made on the date evidenced below by Declarant (as defined in Article I).

RECITALS

A. The Declarant is the owner of certain land in Utah County, Utah, shown on the Record of Survey Map of Meadows at Jessie's Brook to be recorded in the Recorder's Office of Utah County, State of Utah, (the Recorder's Office) concurrently herewith.

B. It is the intention of the Declarant to develop the land subject to this Declaration to ensure a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens, as set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Assessment" means any charge imposed or levied by the Committee (as described below) on or against an Owner or Lot pursuant to the terms of the Governing Documents or applicable law, including (1) annual assessments; (2) special assessments; and (3) individual assessments as set forth below. Only owners of Interior Lots shall be assessed.

1.2 "Bylaws" means the Bylaws of the Committee.

1.3 "Committee" or "Interior Lot Committee" means and refers to those Interior Lot Owners who, as organized herein, make decisions on behalf of the Interior Lots only.

1.4 "Common Area" means the interior private road as shown on the Plat however, only the Interior Lot Owners have obligations with respect to this road and it is only deemed "common" as to the Interior Lot Owners. All other Owners have no jurisdiction or authority over the interior road.

1.5 "Common Expenses" means and refers to all sums which are required by the Committee to perform or exercise its functions, duties, or rights for the interior private road. Only Interior Lot Owners shall pay the Common Expenses which are "common" to them.

1.6 "Community" means all of the land described in the Plats, including any property annexed into the Project and includes all Owners of Lots acting collectively.

1.7 **“Community Wide Standard”** means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Bylaws, and as defined or dictated by the Committee from time to time.

1.8 **“Declarant”** means The Meadows at Jessie’s Brook, LLC, and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.9 **“Development Period”** means the time between the date of recordation of this Declaration with the Recorder's Office and the date on which the administrative control of the Community is turned over to the Owners as described herein.

1.10 **“Fines”** shall mean and refer to fines levied by the Committee which may be levied over the Interior Lot Owners only and enforced consistent with Utah Law.

1.11 **“Governing Documents”** shall mean and refers to the written instruments by which the Owners or Committee, as the case may be, may exercise powers or manage, maintain, or otherwise affect the Property.

1.12 **“Improvements”** means every structure or improvement of any kind, including but not limited to landscaping, sprinkler pipes, Living Units, decks, porches, awnings, fences, garages, carports, driveways, storage compartments or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.13 **“Interior Lot”** or **“Interior Lots”** means any or all of lots 109-127, according to the official plat, thereof recorded with the office of the Utah County Recorder. Interior Lots may be expanded if additional land is annexed into the Property as set forth in this Declaration.

1.14 **“Living Unit”** means a single-family residential dwelling constructed upon a Lot.

1.15 **“Lot”** shall mean and refer to any residential lot or parcel of land shown upon the recorded Plat, including any Improvements thereon, with the exception of the Common Area.

1.16 **“Manager”** or **“Managing Agent”** shall mean and refer to the person or entity retained to manage the Interior Lots.

1.17 **“Mortgage”** means any mortgage or deed of trust encumbering any Lot and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument and/or security arrangement, has been recorded among the Recorder's Office.

1.18 **“Mortgagee”** means the person or entity secured by a Mortgage.

1.19 **“Owner”** means the record owner of fee simple title to any Lot, as shown in the records of the County Recorder, but does not include a tenant, contract purchaser, or holder of a leasehold interest or person holding only a security interest in a Lot.

1.20 “Plat” or “Map” or “Record of Survey Map” (these terms may be used interchangeably herein) means the Record of Survey Map entitled Meadows at Jessie’s Brook recorded at the Recorder's Office of Utah County, as the same may be amended or substituted, together with any plat recorded for an additional phase of the Project.

1.21 “Property” or “Project” means all of the real property and interests described within the boundaries of the named project in the Plats, including all Lots, Common Area (if any), annexed property, easements, and open space.

1.22 “Rules and Regulations” means and refers to those rules and regulations adopted by the Committee over the Interior Lots and interior road from time to time that are deemed necessary by the Committee.

1.23 “Turnover Meeting” means the point in time in which the Declarant relinquishes all control and authority under the Governing Documents and vests any and all appropriate authority in the Committee or Owners, respectively.

ARTICLE II - PROPERTY DESCRIPTION

2.1 Property Subject the Declaration and Bylaws. The real property which is, and shall be, transferred, held, sold, conveyed, used, occupied and improved subject to this Declaration, the Governing Documents, and all agreements, decisions and determinations made by the Committee is all of the real property and interests described in the Plats, including any property annexed into the Project, and including the Lots described on **Exhibit A** attached hereto, which Declaration and covenants, conditions and restrictions therein shall run with the land and shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and to any other person who may in any manner use the Property or any part thereof submitted to the provisions of this Declaration, and shall inure to the benefit of each Owner thereof. Additional land may be annexed and bound by this Declaration as provided for herein.

2.2 Description and Legal Status of Lots. The Map shows the Lots, their locations, dimensions from which their areas may be determined together with the Definitions above, and the Common Areas. All Lots are residential Lots. All Lots shall be capable of being independently owned, encumbered, and conveyed.

2.3 Form of Lot Conveyance - Legal Description of Lot. Each conveyance or installment contract for the sale of a Lot and every other instrument affecting title to a Lot may describe that Lot by the number shown on the Record of Survey Map with appropriate reference to said Map and to this Declaration, as each shall appear on the records of the County Recorder, State of Utah, and in substantially the following form:

Lot _____, shown on the Record of Survey Map for Meadows at Jessie’s Brook, appearing in the records of the County Recorder as Entry No. _____ Map No. _____, and as identified in the Declaration of Covenants, Conditions and Restrictions appearing as Entry No. _____ in Book _____ at Pages _____ of the official records of the County Recorder, as may be

amended, and the Plat. This conveyance is subject to the provisions of the aforementioned Declaration, including any amendments thereto.

2.4 Use and Occupancy. Except as otherwise expressly provided in the Governing Documents, the Owner(s) of a Lot shall be entitled to the exclusive use and benefits of ownership of such Lot. Each Lot, however, shall be bound by, and the Owner shall comply with, the restrictions contained below and all other provisions of the Governing Documents for the mutual benefit of the Owners. As stated herein, except for the Interior Lots, enforcement of the Governing Documents shall be the responsibility of the Owners individually or collectively.

2.5 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of Declarant, its successor and assigns and the Owners.

(a) Utility Easements. Declarant, its successors and assigns, the Committee as it relates to the Interior Lots, or any public utility provider shall have an easement through all Lots and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary and as may be designated on the Plat or separate easement. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each Lot Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Lots and serving his or her Lot.

(b) Common Areas. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas, if any.

(c) Private Access Easement. The private roadway, ("private access easement"), accessing the personal driveways at the rear of the Interior Lots is privately owned by the Interior Lot Owners. All Lot Owners are granted a non-exclusive right to the roadway, which may pass over and through their Lot subject to reasonable rules by the Committee. The Committee granted a non-exclusive right to the Interior Lots and the roadway for the purpose of performing maintenance or other requirements required of the Committee.

(d) Entrance, Construction and Maintenance. Declarant hereby reserves for itself an easement, to the extent needed, for entry to the Project and for the construction, maintenance and repair Improvement therein or to fulfill any obligation under the Governing Documents.

2.6 No Encroachment. No Lot shall encroach upon an adjoining Lot, if, however, an encroachment occurs due to the settlement or shifting of a structure/building or any other reason whatsoever beyond the control of the Declarant or Members, there shall arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal

representatives and assigns, to provide for the encroachment and non-disturbance of the structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

ARTICLE III – RESTRICTIONS ON USE

3.1 Residential Use. Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws and Rules and Regulations adopted pursuant thereto. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities that cause additional pedestrian or vehicular traffic or create a sight or noise nuisance shall be conducted on any Lot or in any other portion of the Project.

3.2 Animals.

(a) No more than three (3) dogs and two (2) cats shall be kept within any Lot. Additionally, no animals, livestock, or poultry of any kind may be raised, bred, kept or permitted within any Lot, except dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose or in any unreasonable numbers. The Owner of any dog must keep such dog on a leash when outside of the Lot or keep it confined within the Lot.

(c) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Community. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from the Lots and Common Areas.

3.3 Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted on any Lot or other portion of the Common Areas, nor shall anything be done in or placed upon any Common Area which interferes with or jeopardizes the enjoyment of other Lots or which is a source of annoyance to residents.

3.4 Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

3.5 Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container screened from public view, except on trash collection days and the 12 hours before a trash collection day. All such waste and garbage must be promptly and periodically removed.

3.6 Vehicles in Disrepair.

(a) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. "Extreme state of disrepair" includes but is not limited to a non-working vehicle, and/or a non-licensed or registered vehicle.

(b) If an Owner fails to remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner an aggrieved Owner may have such vehicle removed from the Property (i.e., towed) and assess the Owner the expense of such removal and any storage necessitated thereby.

3.8 Vehicles; Parking. Parking on the interior private road shall be regulated by the rules of the Committee. An Owner may be assessed the expense of removing any vehicle or equipment parked in violation of any rule or of this section and the cost of any storage thereof.

3.9 Clothes Lines and Materials. No clothes lines, clothing racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Living Unit, unless in an area screened from public view. No garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Lot unless in an area screened from public view.

3.10 Antenna and Dish Policy. All installations shall be governed by the Federal Over the Air Reception Device ("OTARD") Rule of the Federal Communication Commission. To be consistent therewith, Owners are encouraged to use cable service for television and Internet. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas (dishes) one meter in diameter or less and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed only to the extent and in locations allowed herein and by local, state or federal law. All other antennas are prohibited. "Antenna" as used herein includes satellite dish antennas.

3.11 Noise Disturbance. Residents shall exercise extreme care to minimize noise and to use musical instruments, radios, televisions, amplifiers, or any other device so as to not disturb other residents.

3.12 Increase in Insurance Cost. Nothing shall be done or kept within any Lot or on the Common Areas, which will increase the cost of insurance or to the Committee or to other Owners. No Owner shall permit anything to be done or kept within his or her Lot or Common Areas which will result in cancellation of insurance on any Lot.

3.13 Rules and Regulations. The Committee (as it relates to the interior private road only) from time to time may, by resolution, adopt, modify, or revoke such Rules and Regulations. Should the entire community desire to adopt rules and/or covenants for the Property, such shall be achieved by an amendment to this Declaration as set forth below.

ARTICLE IV - ARCHITECTURAL CONTROL

4.1 Design Guidelines. Design and construction of the Lots and Living Units shall be consistent with and shall comply with the procedures and criteria set forth in this Declaration and such other building and design criteria which the Declarant is hereby empowered to adopt (referred to as “*Design Guidelines*”) to expand, clarify, and otherwise provide for the harmony and compatibility of the Improvements constructed within the Project. Design Guidelines, if modified or further adopted by the general membership, shall be adopted by at least two-thirds vote of all members. All builders and Owners shall comply with and are bound by the design restrictions herein and the Design Guidelines, if and when such are adopted.

4.2 Restrictions. RV Pads, if installed, must be concrete and shall be consistent with any Design Guidelines then in effect.

4.3 Declarant Exempt. This Article IV shall not apply to the Declarant or Lots owned by the Declarant.

ARTICLE V - MAINTENANCE OBLIGATIONS

5.1 Owner’s Responsibility.

(a) Except to the extent that the Committee is responsible therefor under Section 5.2, maintenance of the Lots and the Living Units shall be the responsibility of the Owner(s) thereof, who shall maintain such Lots and Living Unit in good condition and repair. Any part of any fixture, pipe, conduit, or other utility device or apparatus that services only one Lot shall be the responsibility of that Lot’s Owner to maintain, repair, and replace. Each Living Unit and Lot shall be maintained so as to not detract from the appearance of the Community and so as to not adversely affect the value or use of any other Living Unit or Lot.

(b) Fences and Fenced-in Areas.

(1) In any case where a fence is installed, the Owner(s) whose Lot(s) directly enjoys the benefit of the fence or fenced enclosure shall be responsible for all maintenance, repair and replacement of the fence, as well as landscaping and improvements within the area enclosed by such fence, including sprinkler lines, fixtures, and accessories. The Owner of each Lot adjoining such a fence shall be an “Owner” of the fence for purposes of this section and the cost of repair and maintenance of such fence shall be shared by the Owners in proportion to their ownership thereof.

(2) No Separate Property Right Created. Any area enclosed by a fence shall retain its original status as a Lot, as the case may be, and shall not be deemed to be part of a Lot or an interest in real property only by virtue of its being enclosed by a fence. The applicable Owner shall merely enjoy a temporary revocable license to enjoy such enclosed area for his or

her exclusive use but no further property right is or shall be created and no guarantee, covenant or promise that such a license shall continue to exist for any period of time is created hereby.

(c) Snow Removal. Each Lot Owner shall be responsible to clear snow and ice from his or her Lot, including from any walkway, entryway and driveway appurtenant to the Lot. The Committee shall clarify its policies and requirements with respect to the interior private road.

(d) Park Strips. The watering for the park strip grass, if any are installed, will be watered by the Lot Owner's adjacent thereto at the Owner's cost.

5.2 Maintenance by Committee. The Committee shall maintain the private roadway(s) of the Interior Lots including but not limited to and road maintenance. However, if the such roadway is damaged by the willful misconduct or negligence of any Owner, their guests, tenants, or invitees, the Owner shall be responsible for all such damage.

ARTICLE VI – ASSESSMENTS – INTERIOR LOT OWNERS ONLY

6.1 Covenant for Assessments.

Each Owner of Interior Lots (that is, not all Lot Owners, only Interior Lot Owners), by acceptance of a deed hereafter conveying any Lot to it, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Committee the following types of assessments:

- (1) Annual common assessments (the "Annual Assessment") as provided below.
- (2) Special assessments ("Special Assessments") as provided below.
- (3) Individual assessments ("Individual Assessments") as provided below.

(b) No Interior Lot Owner may exempt itself from liability for Assessments by abandonment of any Lot owned by such member.

6.2 Annual Budget and Assessment.

(a) Adoption of Budget. The Committee shall prepare, or cause the preparation of, an annual budget for the Interior Lot Owners, which shall provide, without limitation, for the maintenance of the Interior Lot roadway and for the administration, management and operation of the interior private road. If the Committee fails to adopt an annual budget, the last adopted budget shall continue in effect. The budget shall be fund by assessment paid by the Interior Lot Owners.

(b) Equitable Changes. If the annual budget levied at any time are, or will become, inadequate to meet the expenses incurred by the Committee for any reason, including nonpayment of any Owner's Assessments on a current basis, the Committee may determine the

approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Annual Assessment. Interior Lot Owners shall be given at least twenty (20) days' written notice of any changes in the amount of an Assessment.

6.3 *Apportionment of Assessments.* Subject to Subsection (d) of this section, assessments (aka "interior lot assessments") shall be apportioned as follows:

(a) Annual and Special Assessments. Subject to subsection (d) below, all Interior Lots shall pay an equal share of the Annual Assessment and Special Assessments commencing upon the date the Interior Lots are made subject to this Declaration.

(b) Individual Assessments. Individual Assessments shall be apportioned exclusively against the Lots benefitted or to which the expenses are attributable as provided for below.

(c) Payment of Assessments. Installments of Annual Assessments shall be levied and collected on a monthly basis. However, upon resolution of the Committee, installments of Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis. Any member may prepay one or more installments of any Assessment levied by the Committee, without premium or penalty.

(d) Declarant Assessment Apportionment. Notwithstanding anything herein to the contrary, any Interior Lot owned by Declarant shall be exempt from payment of Assessments until a Living Unit on a Lot receives a certificate of occupancy, except that any model home owned by Declarant shall be exempt from all Assessment obligations until it is sold to the first consumer purchaser.

6.4 *Purpose of Assessments.* The Assessments levied by the Committee shall be used for payment of Common Expenses and any other expense incurred by the Committee for the care and upkeep of the interior private road

6.5 *Special Assessments.* In addition to the Annual Assessments authorized in this Article, the Committee may levy a special assessment from time to time ("Special Assessment") for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Committee which cannot be paid for through other types of Assessments. The written consent of Declarant as long as Declarant owns at least one Lot must also be obtained prior to levying any Special Assessment.

6.6 *Individual Assessments.* Any expenses which are not common expenses, and which benefit or are attributable to fewer than all of the Interior Lots may be assessed exclusively against the Lots affected or benefitted. Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Lot to reimburse the Committee for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or Rules and Regulations of the Committee and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any Rules and Regulations of the

Committee; (2) Expenses, other than common expenses, relating to the cost of maintenance, repair replacement and reserves of the Lots which may be incurred by the Committee

6.7 *Nonpayment of Assessments.* The (Interior Lot) Annual Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, unless otherwise provided by the Committee and shall be delinquent if not paid after 30 days or within such other period established by the Committee from time to time (the “date of delinquency”). The due date of any Special Assessment or other Assessment shall be fixed in the resolution authorizing the Assessment.

(a) Interest. Delinquent payments shall bear interest beginning thirty days after the date of delinquency at the rate established by the Committee.

(b) Late Charge. Delinquent payments shall be subject to a late charge of Ten Dollars (\$10.00), or such other amount as determined by the Committee from time to time.

(c) Acceleration. If paid by installments, may, in the discretion of the Committee, be accelerated (including interest as provided for above) and the entire balance declared due and payable upon not less than ten (10) days written notice to the Owner. If, however, the assessment is accelerated and an Owner subsequently files bankruptcy or the Committee otherwise decides acceleration is not in its best interest, the Committee, at its option and in its sole discretion, may elect to decelerate the obligation.

(d) Remedies, Including Suspension of Membership Rights and Services. All membership rights, including the right of an Interior Lot Owner to vote (per the Bylaws), shall be automatically suspended during any period of delinquency, unless otherwise determined by the Committee. A Committee member shall become immediately ineligible to serve on the Committee and automatically dismissed from such position if delinquent more than 60 days in the payment of any Assessment. Any service provided by the Committee to the Owners shall also be terminated as to the delinquent Owner at the discretion of the Committee. The Committee shall have each and every remedy for collection of assessments provided by Utah law.

6.8 *Lien.* The Annual Assessment and all other Assessments imposed together with damages, fines, interest, costs of collection, late charges, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for enforcement of the Governing Documents shall be a charge and continuing lien upon each of the Interior Lots against which the assessment or charge is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment.

6.9 *Personal Obligation and Costs of Collection.* Assessments imposed under this Declaration, together with late charges and interest at a rate to be established by the Committee, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Committee in the collection thereof (whether or not a lawsuit is initiated),

shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment became due. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

6.10 Appointment of Trustee. The Declarant, the Committee and each Interior Lot Owner hereby appoints the attorney for the Committee, as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8a, Utah Code Ann., as may be amended from time to time. The Committee may, without amendment or supplement to this Declaration, appoint a successor trustee at any time by filing for record in the office of the county recorder a substitution of trustee.

6.11 Enforcement of Lien. The Declarant hereby conveys and warrants pursuant to U.C.A. § 57-1-20 and any other provision of Utah law to the trustee, who shall be the attorney of the Committee, with power of sale, each Lot and all improvements to each Lot for the purpose of securing payment of Assessments under the terms of the Declaration. The lien may be foreclosed judicially or non-judicially consistent with the laws of the State of Utah for the non-judicial foreclosure of deeds of trusts. The Committee, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Committee or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value of such Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Committee shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

6.12 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as follows: the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability or lien for any Assessments thereafter becoming due.

6.13 Reserve Funds.

(a) The Committee shall establish and maintain a reserve fund for repairs and replacement of the private interior road by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Committee in its sole discretion and best business judgment or by any method required by law.

(b) The Committee's reasonable determination with respect to the amount of the reserve fund contribution shall be conclusively deemed appropriate absent intentional misconduct or gross mismanagement of Committee funds. Except in such instances, individual

Committee members shall not be held liable for any potential or alleged under funding of the reserve account.

6.14 Amounts Due on Transfer of Lot. Each time legal title to an Interior Lot passes from one Owner to another, within thirty (30) days after the effective date of such title transaction, the new Interior Lot Owner shall pay to the Committee, in addition to any other required amounts, a reinvestment fee in the amount of \$250, or such other amount determined by the Committee from time to time.

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

ARTICLE VII - DECLARANT RIGHTS AND CONTROL; DISPUTE RESOLUTION

7.1 Administrative Control of Committee. Declarant shall assume full administrative control of the Committee through a Declarant-appointed interim Committee, which shall serve until the Turnover Meeting (the "Declarant Control Period"). The Turnover Meeting shall be held upon the sale of one hundred percent (100%) of the Lots, of all phases, by Declarant. The Declarant, however, may elect to relinquish control of the Committee at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

7.2 Other Rights. In addition to any other rights under this Declaration or the Bylaws, as long as Declarant owns at least one (1) Lot within the Property, Declarant:

(a) Sales Office and Model. Shall have the right to maintain a sales office and model in one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

(b) For Sale and Other Signs. May maintain a reasonable number of For Sale and other signs, the size of which may be determined by Declarant, at reasonable locations on the Property.

(c) Approval of Amendments. Consistent with the amendment provisions of this Declaration and Bylaws, until the Declarant has conveyed one hundred percent (100%) of all of the Lots in the first recorded Plat (the first phase), unless additional land has been annexed into the Property by that time, in which case the Declarant has conveyed one hundred percent (100%) of all of the Lots in such annexed property, unless additional land has been annexed into the Property by that time, in which case, for so long as the Declarant owns at least one Lot within the

Property, the approval of the Declarant shall be required in order to adopt any amendment to the Declaration or Bylaws.

(d) For so long as Declarant owns any Lot in any phase, Declarant shall have right to unilaterally amend this Declaration (and Bylaws).

7.3 Easements Reserved to Declarant. Declarant reserves unto itself and its successors and assigns:

(a) Non-exclusive easements and rights of way over any strips or parcels of land designated or to be designated on the Plat as utility easements, sewer easements, drainage and sewage easements, open space, common area or otherwise designated as an easement area over any road or on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

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

(d) Declarant further reserves unto itself, for itself and any builder, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, other than those Lots conveyed to Owners, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots by Owners.

7.4 Pre-Litigation Requirements. Notwithstanding any other provision to the contrary in this Declaration and in addition to any requirement under Utah Law, the Owners or Committee shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant, the individual managers, owners, members or officers of Declarant, Declarant's contractors, or any other person or entity involved in the construction of the Lots unless and until all of the following requirements have been satisfied:

(a) The Owners, collectively, have obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten (10) years of experience in litigation practice, with the

legal opinion providing in substance the following: (i) a description of the factual allegations and legal claims to be asserted in the action; (ii) an analysis of the facts and legal claims explaining why it would be in the best interests of the Community to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Community; and (iii) providing a budget of the estimated amounts of legal fees, costs, expert witness fees and other expenses likely to be incurred in connection with such action (the "Litigation Budget");

(b) A copy of the opinion letter described above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the decision to file the subject action has been approved by Owners (excluding Declarant) who collectively hold at least seventy-five percent (75%) of the total votes in the Committee; and

(c) The Community has collected funds from the Owners, by special assessment or otherwise, equal to at least one-half (1/2) of the Litigation Budget as set forth in the opinion letter obtained pursuant to requirements above.

If any claims or actions falling within the scope of this Section are filed without satisfying all of the requirements set forth above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this Section 7.4, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. For purposes of clarity, this Section 7.4 and the requirements set forth herein shall not apply to any actions or legal proceedings filed by the Owners or Committee to recover payment of any type of assessment or other amounts required to be paid by Owners or the Committee under this Declaration, nor does this Section apply to claims or actions that individual Owners may file relating solely to their own properties. Individual Owners, however, shall not be allowed to file or pursue any actions or claims belonging to other Owners or to the Committee

Notwithstanding the provision of Article XI, the term of this this Article VII, Section 7.4 may not be amended or omitted without the prior written consent of the Declarant.

7.5 *Expansion of Property, Discretion to Expand Community.* Declarant reserves the right at its sole discretion to expand the Properties to include additional land, which may additional private road(s), by unilateral action of the Declarant without the consent of the Owners. No representations, promises, or guarantees are being made in that regard, however.

7.6 *No Limitations on Amount of Expansion.* There are no limitations on the maximum or minimum amount of the above property which may be added. There may be more than one expansion and the expansion may be made as to any amount or in any order.

7.7 *Process for Expansion.* Expansion shall occur by the Declarant recording: (1) an additional plat or plats creating additional phases for lots in the Project; and (2) a declaration of annexation which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a declaration of annexation, the property described therein shall be subject in all respects to this Declaration.

7.8 *Limitations on Expansion.*

(a) Any additional properties annexed hereto by the Declarant shall be for any purposes as determined solely by Declarant, including residential purposes or otherwise. Any additional properties annexed hereto by the Declarant may or may not be architecturally compatible with the existing Living Units and may or may not be of similar quality. The Declarant makes no assurances that any Living Unit constructed on any additional properties annexed hereto by the Declarant will be substantially or in any way identical to the Living Units depicted in the plat. No assurances are made as to the improvement or as to the location of said improvements which shall be made on the additional land.

(b) The Declarant shall have the sole discretion as to the development of the Common Area in any expansion area or additional land and may (or may not) include any facilities or amenities thereon that Declarant deems necessary. Such common areas, if any, shall be managed and maintained by the Committee.

(c) All taxes and other assessments relating to property to be added must be paid or provided for by the Declarant prior to the addition of the property. Liens arising in connection with Declarant's interest in the property to be added must not adversely affect the rights of existing Lot Owners or the priority of existing first mortgages on the Property.

ARTICLE VIII – THE COMMITTEE; BYLAWS OF THE COMMITTEE

8.1 *Organization*

(a) A Committee of only Interior Lot Owners shall be established pursuant to the Bylaws. This Committee shall only have authority of Interior Lot issue (such as assessment for the maintenance of the private road from which only they benefit directly). There is no other formal Owners Committee. The Community members may join together, as stated below, to amend certain provisions of this Declaration and to create rules, consistent with Article VII. The Committee may be organized as a nonprofit corporation under the nonprofit corporation laws of the state of Utah (Utah Code Annotated Titled 16 Chapter 6a, as may be amended from time to time).

(b) The Articles of Incorporation of the Committee shall provide for its perpetual existence, but in the event the Committee is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated Committee of the same name. To the greatest extent possible, any successor unincorporated Committee shall be governed by the Articles of Incorporation and Bylaws (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated Committee.

8.2 Membership. Each Owner during the entire period of Owner's ownership of one or more Lots within the Community shall be a member of the Community but only Interior Lot Owners are bound by the actions/decisions of the Committee, as limited herein.

8.3 Voting Rights. The Committee shall be elected by Declarant for so long as Declarant owns a single Lot within the community. However, the general Community Members shall have the right to amend this Declaration, subject to Article VII. Voting rights within the Committee shall be allocated as follows:

(a) Lots. Subject to any additional rights granted to Declarant herein, each Owner shall have one (1) vote in matters of the Committee for each Lot owned as set forth in the Bylaws. For matters affecting only Interior Lots, only Interior Lot Owners may vote.

(b) Declarant. Notwithstanding all other rights or privileges of the Declarant related to the Committee or amendments, the Declarant shall have ten (10) votes for each Lot owned in any phase of the Property.

8.4 Bylaws of the Committee. The Interior Lot Owners shall meet at least annually upon at least ten (10) days written Notice. The Interior Lot Owners only, shall elect a 3-person Committee and such persons shall be Interior Lot Owners (or their spouses or significant others all who must reside at the Property). Each Committee Member shall server for one (1) year until the next annual meeting. If an annual meeting is not held, the then Committee members remain in office. All notices, meetings, voting, proxies, etc., may be held by electronic means, including email. The Committee may meet as it deems necessary and any Interior Lot Owner is entitled to attend any such meeting and, upon request, shall be given the date, time and place of the Committee meeting. The Committee's authority is set forth above. Committee membership shall be indemnified by the Interior Lot Owners for any all actions expect for gross negligence or intentional misconduct.

ARTICLE IX - COMPLIANCE AND ENFORCEMENT

9.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for, among other things, levying of a fine and an action or suit maintainable by the Committee or an aggrieved Owner.

9.2 Remedies. Violation of any provisions of this Declaration, the Bylaws, or any rules or regulations adopted pursuant thereto shall be enforceable by the Owners. The Committee may enforce its particular rules or the requirements of this Declaration against the Interior Lot Owners Only. Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Committee to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

9.3 Injunctive Relief. Nothing in this section shall prevent an Owner, the Committee, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

ARTICLE X - INSURANCE

10.1 Types of Insurance Maintained by the Committee. The Committee shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, the following insurance, as well as such other insurance as it deems reasonable:

(a) Property and Liability Insurance. Property insurance, if required by law or deemed necessary by the Committee, as well as liability insurance with adequate limits of liability for bodily injury and property damage, consistent with that of similarly situated subdivisions in the county.

(b) Fidelity Bonds. Fidelity bond or bonds covering all Committee members, officers, employees and other persons handling or responsible for the funds of, or administered by, the Committee, in such amounts as the Committee of Directors deems appropriate, but no less than a sum equal to three months aggregate assessments on all Interior Lots plus reserve funds.

10.2 Owner's Insurance. Each Owner and resident shall purchase and maintain adequate liability and property insurance on his or her Lot.

(a) Primary Coverage. The insurance coverage of an Owner shall be primary. The Committee shall not maintain insurance on an Owner's Lot, Living Unit, personal property, or contents.

(b) Prompt Repair. Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of its Lot or Living Unit, the Owner shall promptly proceed to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

(c) Failure to Repair. If the Committee determines that any Owner has failed to property discharge its obligation with regard to the repair or reconstruction of the damaged structure, then the Committee may, but is not obligated to, provide such repair or reconstruction at the Owner's sole cost and expense.

ARTICLE XI - AMENDMENT AND DURATION

11.1 Amendments.

(a) Approval Required. Except for Interior Lot covenants and rules, this Declaration may be amended, and any provision, covenant, condition or restriction whatsoever, may thereby be added, modified or deleted, if such amendment is approved by Owners holding sixty-seven

percent (67%) of the total voting rights of the Committee. Notwithstanding the foregoing, however, for so long as the Declarant owns a single Lot in the Property, any and all amendments proposed pursuant to this Section must first receive the approval of the Declarant. Failure to receive such approval shall make the amendment null and void.

(b) Interior Lot Amendments. For any matters regarding or concerning the Interior Lots, subject to Article VII, only Interior Lot Owners shall have the right to vote or amend the Declaration on such matters. Such amendments to the Declaration shall be proposed to the Private Lot Owners by the Committee upon the request of (1) a majority of the Committee of Directors, or (2) a majority of Owners of Interior Lots. Any provision of the Declaration regarding or concerning the Interior Lot Owners may be amended if such amendment or matter is approved by Interior Lot Owners holding at least sixty-seven percent (67%) of the total voting right rights of the Interior Lots.

(c) Declarant Amendments. Notwithstanding the foregoing, the Declarant may unilaterally amend this Declaration at any time until the Turnover Meeting for any purpose whatsoever. Article VII, Section 7.4 may not be amended without the prior written consent of the Declarant.

(d) Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president of the Committee as being adopted in accordance with this Declaration is acknowledged and is recorded in the appropriate County Recorder's Office. An amendment or revocation which only requires the execution of an instrument by Declarant shall be effective when executed by Declarant and recorded with the County Recorder.

11.2 Duration. The provisions, covenants, conditions and restrictions contained in this Declaration, as amended in whole or in part from time to time as provided above, shall continue and remain in full force and effect until there is recorded an instrument directing the permanent termination of this Declaration and the Committee after the vote and approval of seventy-five percent (75%) of all of the Owners of the Lots. Any such termination shall become effective only if a certificate of the president and secretary of the Committee, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the County Recorder's Office not less than six (6) months prior to the intended termination date.


ARTICLE XII - MISCELLANEOUS PROVISIONS

12.1 Premises Liability. From the time that the Common Area, or any portion thereof, is opened and put into use for the enjoyment of Owners, Declarant shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment, of the common area shall be within, under, and subject to the Committee—and not Declarant, and an Owner shall defend, indemnify and hold harmless the Declarant against such claim, loss or liability asserted by such Owner or his or her

guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the common area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the common area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

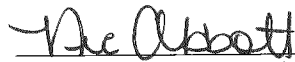
IN WITNESS WHEREOF, The Meadows at Jessie's Brook, LLC, has executed this Declaration this 27th day of August, 2019.

THE MEADOWS AT JESSIE'S BROOK,
LLC


By: Declarant

STATE OF UTAH)
) ss:
County of UTAH)

The foregoing instrument was acknowledged before me on this 27 day of AUGUST, 2019 by NIC ABBOTT, of The Meadows at Jessie's Brook, LLC.


Notary Public for Utah

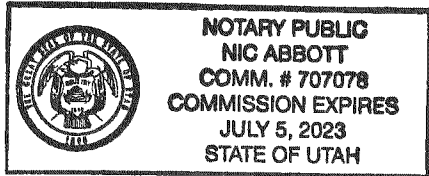


EXHIBIT A

(LEGAL DESCRIPTION)

All Lots 101-133, MEADOWS AT JESSIE'S BROOK, according to the official plat thereof recorded with the office of the Utah County Recorder, state of Utah.

Parcel Numbers: 67:046:0101 through 67:046:0133