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JON FRESTON
WEBER COUNTY RECORDER
DEPUTY *Deanna Slater*

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DECLARATION OF

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COVENANTS, CONDITIONS & RESTRICTIONS FILED AND RECORDED FOR
OF GREEN HILL COUNTRY ESTATES PLANNED CLUSTER SUBDIVISION *Clayton Suite*

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
 GREEN HILL COUNTRY ESTATES SUBDIVISION
 A PLANNED CLUSTER SUBDIVISION

THIS DECLARATION is made and executed this 25th day of August, 1981, by GREEN HILL DEVELOPMENT COMPANY, INC. (hereinafter referred to as "Developers").

RECITALS:

A. Developer is the record Owner of that certain tract of Property more particularly described in Article II of this Declaration. Developer desires to create on said property a Cluster Subdivision with open spaces and other common areas. The 1st Phase is to consist of thirty (30) residential lots. The herein described property will eventually be 130 residential lots.

B. Developer desires to provide for preservation of the values and amenities in said development and for the maintenance of the Common Areas. To this end and for the benefit of the Property and of the Owners thereof, Developer desires to subject the Property described in Article II of this Declaration to the covenants, restrictions, easements, charges and liens hereinafter set forth. The developer may subject additional real property from time to time to the conditions herein set forth by appropriate reference thereto.

C. Developer deems it desirable for the efficient preservation of the values and amenities in the development, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and enforce the provisions of this Declaration. For such purpose Developer has, in conjunction with the recordation of this Declaration, caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION.

NOW, THEREFORE, for the foregoing purposes, Developer and Owner declare that the property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated.

1. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

2. Plat shall mean and refer to the subdivision plat of the GREEN HILL COUNTRY ESTATES SUBDIVISION, a Cluster Development, executed and acknowledged by Developer on the 25th day of August, 1981, prepared and certified by Jay Anderson (a duly registered Utah Land Surveyor holding Certificate No. 2430) and filed for record in the office of the County Recorder of Weber County, Utah, concurrently with the filing of this Declaration.

3. Property shall mean and refer to the entire tract of real property covered by the Plat, a description of which is set forth in Article II of this Declaration.

4. Lot shall mean and refer to any of the 120 separately numbered and individually described parcels of land shown on the Plat.

5. Common Area shall mean and refer to that part of the property which is not included within the lots, including all improvements other than utility lines now or hereafter constructed or located thereon, or water and sewer district jurisdiction.

6. Living Unit shall mean and refer to a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

7. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Weber County, Utah) of a fee or an undivided fee interest in any lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

8. Association shall mean and refer to GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.

9. Member shall mean and refer to every person who holds membership in the Association.

10. Board shall mean and refer to the Board of Trustees of the Association as it may be constituted from time to time.

II. PROPERTY DESCRIPTION

The property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property situated in Weber County, State of Utah.

Parcel 1

A part of Sections 9, 10 and 16, Township 6 North, Range 2 East, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point on the centerline of a County Road, said point being West 611.99 feet along a Section line and South $0^{\circ}20'51''$ West 851.15 feet from the South $1/4$ corner of said Section 9; and running thence North $89^{\circ}15'$ West 60.00 feet along said Centerline; thence North $0^{\circ}20'51''$ East 1808.08 feet, thence North $62^{\circ}27'$ West 956.45 feet, thence North $27^{\circ}15'$ East 543.35 feet, thence South $77^{\circ}45'$ East 234.35 feet; thence North $12^{\circ}45'$ East 300.00 feet, thence North $66^{\circ}52'$ West 49.59 feet, thence North $77^{\circ}12'$ West 74.80 feet, thence West 177.84 feet, thence North $77^{\circ}28'$ West 53.57 feet, thence North $2^{\circ}06'$ East 788.68 feet, thence South $71^{\circ}30'$ East 224.71 feet, thence North $18^{\circ}30'$ East 175.00 feet, thence North $25^{\circ}30'$ East 45.37 feet, thence North $81^{\circ}51'06''$ East 208.63 feet, thence North $77^{\circ}21'48''$ East 50.00 feet, thence South $12^{\circ}38'12''$ East 140.57 feet, thence North $78^{\circ}00'$ East 378.30 feet, thence North $57^{\circ}00'$ East 147.71 feet, thence North $59^{\circ}00'$ East 1561.79 feet, thence South $12^{\circ}34'$ East 1822.88 feet, thence East 3130.73 feet, thence North 3064.37 feet to the North Line of said Section 10; thence East 1856.86 feet along said North line to the East line of the West $1/2$ of the East $1/2$ of said Section 10; thence South 3937.05 feet along said East line to the North line of the South $1/2$ of the South $1/2$ of said Section 10; thence West 7105.14 feet along said North line of said Section 10 and the North line of the South $1/2$ of the South $1/2$ of said Section 9; thence South $0^{\circ}20'51''$ West 2163.53 feet along an extended fence line and a fence to the point of beginning.

Contains 363.58 Acres

Parcel 2

A part of Sections 4, 5, 8 and 9, Township 6 North, Range 2 East, Salt Lake Base & Meridian, U. S. Survey:

Beginning at a point on the North Boundary of Green Hill Country Estates Phase No. 1, Weber County, Utah, said point is 3159.86 feet North and 221.82 feet West from the South 1/4 corner of said Section 9; and running thence Westerly along said North Boundary eight (8) courses as follows: South 57°00' West 147.71 feet, South 78°00' West 378.30 feet, North 12°38'12" West 140.57 feet, South 77°21'48" West 50.00 feet, South 81°51'06" West 208.63 feet, South 25°30' West 45.37 feet, South 18°30' West 175.00 feet, and North 71°30' West 224.71 feet; thence North 2°06' East 251.51 feet, thence North 64°55' West 1497.20 feet, thence North 53°45' West 2500.00 feet, thence North 741.56 feet, thence East 2347.70 feet, thence South 9°30' East 1499.86 feet, thence South 62°50' East 1478.16 feet, thence South 41°55'46" East 152.52 feet, thence South 68°20' East 961.41 feet to said North Boundary, thence South 59°00' West 553.81 feet along said boundary to the point of beginning.

Contains 136.81 Acres

21-011-0001 of
11-010-000. ft
21-50, -0013
11-010-000. ft

Parcel 3

A part of Sections 3, 4, 5, 8, 9, and 10, Township 6 North, Range 2 East, and a part of Section 34, Township 7 North, Range 2 East, SLB&M, U.S. Survey:

Beginning at the Southeast corner of said Section 3, and running thence West 3176.86 feet, more or less, along a Section line; thence South 3064.37 feet thence West 3130.73 feet; thence North 12°34' West 1822.88 feet; thence South 59°00' West 1007.98 feet; thence North 68°20' West 961.41 feet; thence North 41°55'46" West 152.52 feet; thence North 62°50' West 1478.16 feet; thence North 9°30' West 1499.86 feet; thence West 2347.70 feet; thence South 741.56 feet, more or less to the Northeasterly line of the Flora McKay Jensen property; thence North 55° West 151 feet more or less to the North line of said Section 8; thence Northwesterly along the Ogden Valley Canal to a point 446.82 feet North and 66.0 feet North 71° East of the South 1/4 corner of said Section 5; thence South 71° West 66.0 feet to a point 446.82 feet North of the South Quarter Corner of said Section 5; thence North 33°35' West 1056 feet; thence North 22°50' West 400 feet, more or less, thence East 5243 feet, more or less, thence North 36° East 4457 feet, more or less, to the North line of said Section 4; thence East 750 feet, more or less, along said North line to the Southwest corner of said Section 34; thence North 2640 feet, more or less, along the West line of said Section; thence East 2640 feet, more or less along the Quarter Section Line; thence South 2640 feet, more or less along the Quarter Section Line to the North line of said Section 3; thence East 2640 feet more or less along said North line to the East line of said Section 3; thence South 5280 feet, more or less, along said East line to the point of beginning.

Contains 1624 Acres ±

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21-002-0002
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III. General Purposes

The platted portion of the real property described in Article II hereof, both common and private, are subject to the conditions, restrictions, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to provide for the preservation of the open areas especially the natural landscape, wildlife and streams; and the pastures, fences, ditches, irrigation rights, barns, and all other structures of common ownership; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property consistent with the ordinances and land use development policies of Weber County; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lots; to secure and maintain proper setbacks from roads, and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

IV. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the lot in which the Owner has the necessary interest, and shall not be separated from the lot to which it appertains.

2. Voting Rights. The Association shall have the following two classes of voting membership:

CLASS A - The Class A Members shall be all Owners, but excluding the Developer until the Class B Membership ceases. Class A Members shall be entitled to one vote for each lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any lot.

CLASS B - The Class B Member shall be the Developer. The Class B Member shall be entitled to six (6) votes for each lot in which it holds the interest required for membership in the Association. The Class B Membership shall automatically cease and be converted to Class A Membership on the first to occur of the following events:

a. When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member.

b. The expiration of twenty (20) years after the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

3. Multiple Ownership Interest. In the event there is more than one Owner of a particular lot, the vote relating to such lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the lot concerned unless an objection is immediately made by another Owner of the same lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

IV. PROPERTY RIGHT IN COMMON AREAS

1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family members, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's lot.

2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

LOT NO. _____ contained within GREEN HILL COUNTRY ESTATES SUBDIVISION, a Planned Cluster Development, as the lot is identified in the Plat recorded in Book _____ at Page _____ and in the "Declaration of Covenants, Conditions and Restrictions of the GREEN HILL COUNTRY ESTATES SUBDIVISION, a Planned Cluster Development," recorded in Book _____ at Page _____. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described and as provided for, in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above specified form, however, all provision of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a lot.

3. Transfer of Title. Developer agrees that it shall convey to the Association title to the Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), on or before the expiration of 4 years following the recording of each phase of Green Hill Country Estates.

4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

a. The right of the Association to suspend a Member's right to the use of any recreational facilities included in the Common Areas for any period during which an assessment on such Member's lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

b. The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

c. The right of Weber County and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained with the property for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal service; and

d. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of each class of membership which Members present in person or proxy are entitled to cast at a meeting duly called for that purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

V. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a lot, be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain (i) a charge and continuing lien upon the lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the Owner of such lot at the time the assessment falls due. No Owner may exempt himself or his lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his lot.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; management and supervision of the Common Areas; establishment and funding of a reserve to cover major repair of the improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation, provided, however, that no such assessments shall be used for the improvement of the Common Areas during the period in which the Developer retains control of the Association unless approved by the vote of two-thirds (2/3) of the Class A Members and provided that said assessments shall not be used for the initial construction and improvement of the Common Areas.

3. Maximum Monthly Assessment. As of the date set under Section 7 of this Article, each lot shall be subject to a monthly assessment of not more than \$19.00. From and after one year from date set in Section 7 of this Article, the maximum monthly assessment may be increased or decreased so long as the change is assented to by sixty percent (60%) of the votes of each class or membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and at its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Special Assessments. From and after the date set under Section 7 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair or replacement of any improvement or of personal property upon the Common Areas. Any such special assessment must be assented to by sixty percent (60%) of the votes of each class or membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5. Quorum Requirements. The quorum required for any action authorized by Section 3 or 4 above shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Sections 3 and 4) at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all occupied lots; provided, however, that until home construction is begun on a lot the monthly assessment applicable to such a lot shall be one-fourth ($1/4$) of the monthly assessment fixed for a fully improved lot occupied for residential purposes. Once home construction has begun, the next monthly assessment will be increased to one-half ($1/2$) of the monthly assessment fixed for lots which have been improved with a living unit and occupied for the first time for residential purposes. (The Developer shall only be subject to the $1/10$ th fee until the lot is sold) and any builder of a speculation home is subject to the above provisions with the added stipulation that the one-half ($1/2$) of monthly assessment shall be increased to the full assessment in any event not later than nine (9) months after construction began on the particular lot.

7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all lots when the first common area needs maintenance work to keep the common area functional. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the

effective date of any change in amount of the monthly assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned.

8. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a lot the Association shall issue a certificate stating whether or not all assessments respecting such lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

9. Effect of Nonpayment -- Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

VI. OPERATION AND MAINTENANCE

1. Maintenance of Living Units. Each Living Unit shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Living Unit. The Association shall have no obligation regarding maintenance or care of Living Units.

2. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately functional, attractive and generally in good condition and repair.

3. Utilities. The Association shall pay the Weber Basin water costs and the costs of culinary and sewer systems services furnished to each lot. The Association shall not pay for telephone or any other services which are separately billed or metered to individual lots by the utility or other party furnishing such service.

4. Insurance. The Association shall secure and at all times maintain the following insurance coverages:

a. A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in the form and substance similar to: "The Green Hill Country Estates Homeowner's Association for the use and benefit of the individual Lot Owners and mortgagees, as their interest may appear."

b. A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$100,000.00 for any one person injured, \$300,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

a. In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar in construction, nature and use to the Green Hill Country Estates.

b. All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

c. The Association shall have the authority to adjust losses.

d. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

e. The Board of Directors of the Association shall have the authority to enter into agreement on behalf of the Association with lenders, obligating the Association to carry such hazard, flood, and liability insurance and a fidelity bond as shall be required by lenders.

5. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an

independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

Any management agreement will be terminable by the Association for cause upon thirty (30) days written notice, and the term of any such agreement may not exceed three (3) years. The Association shall not terminate professional management and assume self-management, or hire professional management without the consenting vote of the holders of at least two thirds (2/3) of both classes of membership, Class A and Class B, as of the date of such action.

VII. GENERAL USE RESTRICTIONS

All real property within Green Hill Country Estates shall be held, used and enjoyed subject to the following limitations and restrictions:

1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to lots and living units. No admission fees, charges for use, leases, or other income generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas, except to meet requirements of green belt.
2. Use of Lots and Living Units. All lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No lot or Living Unit shall be used, occupied, or altered in violation of law, so as to do any of the following: 1) jeopardize the support of any other Living Unit, 2) create a nuisance, or 3) interfere with the rights of any Owner, 4) anything which would result in an increase in the cost of any insurance covering the Common Areas, or 5) to increase use beyond one (1) single family unit per lot.
3. Dwelling Cost, Quality and Size. No dwelling shall be constructed on any lot at a cost of less than \$50,000 exclusive of lot. Said construction cost is based on cost levels prevailing on the date this Declaration is recorded and is to be adjusted annually to reflect the equivalent of \$50,000 as of the date of this instrument, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main

structure, exclusive of one story open porches and garages, shall not be less than 1,300 square feet for a one story dwelling, no less than 900 square feet for a dwelling of more than one story.

4. Exception for Developer. Notwithstanding the restrictions contained in this Article VII, for the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah, Developer shall have the right to use any lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all lots owned by Developer.

5. Leases. Any lease agreement between a Cluster Development unit Owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit Owner to lease his unit.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Green Hill Country Estates and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of any property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board.

8. Animals. No animals of any kind shall be raised, bred or kept except that dogs, cats, or other household pets may be kept, provided that no more than three (3) dogs and three (3) cats may be kept on one lot, and that they are not kept, bred or maintained for commercial purpose. Such animals as are permitted shall be strictly controlled, and any dogs shall be kept pursuant to the Weber County ordinance prohibiting dogs from being off the premises of the Owner and not under control. Cattle & Horses may be permitted on application to and approval by the Association, but in no event shall the number exceed four (4).

9. It is understood that guest facilities, storage sheds, tack rooms, and other types of rural buildings, except outhouses, may be constructed on the property so long as they are approved by the Architectural Control Committee and constitute a harmonious development of properties.

No basement, shack, garage, barn, or other out-building (except the guest facility) shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. The guest facility shall not be used for a permanent residence. No old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings be erected on said lots, or within said subdivision, shall be new construction of good quality, workmanship and materials.

10. Unightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snow-mobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view; refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

11. No Further Subdividing. No lot, common area or residence may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the

Owners thereof (excluding Developer); provided, however, that nothing herein shall be deemed to prevent the transfer or sale of any lot or living unit to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property. The subdivision of lots shall be prohibited until thirty (30) years from the date of this declaration, and shall at that time require a vote of seventy-five (75%) percent of the property owners to so subdivide.

12. Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Developer in connection with the development of Green Hill Country Estates and the sale of residences and lots, and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. Any "for sale" or "for lease" signs not more than three (3) feet by two (2) feet, plain white with black block letters, shall not require Committee approval. A residential identification sign is permitted but should not exceed two (2) square foot in surface area.

13. Overnight Parking. No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any street within Green Hill Country Estates between the hours of 2 o'clock a.m. and 6 o'clock a.m. of any morning.

14. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace, as within a designated common area.

15. Repair of Buildings. No improvement upon any property within Green Hill Country Estates shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

16. Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within Green Hill Country Estates nor removal of any improvement (other than repairs or rebuilding) without the prior approval of the Architectural Committee pursuant to Article VIII hereof.

17. Exemption of Developer. Nothing in the Green Hill Country Estates Restrictions shall limit the right of Developer to complete excavation, grading and construction of improvements to any property within Green Hill Country Estates owned by Developer, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of development of the same in Green Hill Country Estates as a model home or real estate sales or leasing office. The rights of Developer hereunder and elsewhere in these Restrictions may be assigned by Developer.

18. Rooftop Antennas. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted to interfere with the peace and quiet enjoyment of any neighboring lot Owner's premises or home entertainment facilities or equipment.

19. Access. All travel within Green Hill Country Estates is restricted to dedicated streets or other designated right-of-ways. Anyone taking "short-cuts" between dedicated roads, whether paved or gravel, is trespassing either on a private lot or on a dedicated green belt. Nothing herein is to be construed as prohibiting proper use of common areas and walkways.

20. Motorbikes. All motor cycles, trail bikes, three-wheel, powered devices, automobiles, two or four-wheel drive recreational type vehicles are to be properly muffled to reduce excessive noise and are to be operated only on established roads and streets and are specifically prohibited from other common areas, footpaths and walkways. No hill-climbing activities by motorized vehicles is allowed on the real property because of the noise and erosion-enhancing of such activities.

21. Liability for Damages to Common Area. Any damage done to the Common Area or facilities thereon, by persons or their vehicles while in Green Hill Country Estates shall be paid for by the person or persons doing the damage.

VIII. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board of Trustees of the Association shall appoint a three member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee shall be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

2. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction,

landscaping and alterations on lots within the property conform to and harmonize with existing surroundings and structures.

3. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than four (4) cars. Detached carports are prohibited. "Family" is defined to mean persons related by blood, or marriage, by legal adoption, or by operation of law.

4. Approval Procedure. Any plans and specifications for building upon a lot by an Owner and/or builder must be submitted to the Architectural Control Committee for approval prior to commencing construction. Such approval is conditioned upon compliance with the following procedure:

a. The Owner/builder signing a Notice of Contract indicating that he has read and understood the Covenants, Conditions and Restrictions;

b. The Owner/builder depositing a \$350.00 security deposit to insure compliance with the provisions of this Declaration. Such deposit shall be refundable in its entirety if all provisions contained herein are complied with through the completion of the home and yard.

c. The Owner/builder submitting a plot map describing such Owner/builder's lot.

d. The Owner/builder submitting a site layout plan showing the following:

1) The proposed home as it will be situated on the lot.

2) All drives, walkways, patios, barbeques, out buildings, etc. and all related dimensions between such.

3) Elevation of sewer as it relates to home elevation.

f. The Owner/builder submitting a complete set of architectural plans including:

1) A cross section of the proposed wall of the home indicating type of support, insulation, and exterior finish.

2) One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, including brick, siding, trim, roofing material, etc.

g. The Owner/builder submitting a set of landscape plans for front yard (as defined herein).

h. The Owner/builder selecting a driveway-to-asphalt approach plan prepared by Developer.

Any subsequent changes, improvements, or alterations in such plans must be submitted to the Committee for written approval.

Any approval or disapproval must be made in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

5. Construction. It is understood that a Lot Owner is not required to build any structure on his lot. However, once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. The building time shall not exceed twelve (12) months from start to finish. All debris, excavation dirt, etc., associated with the building process shall be removed within these specified building times. Excavation dirt shall either be removed entirely or shall be spread out and reseeded within this specified time so as to return the lot to a pleasing appearance. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas and of the lots in the vicinity of the activity. No building should be permitted to remain incomplete for a period in excess of one year from the date the building was started.

6. No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

7. Exception for Developer. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any lot or on any part of the Common Areas and which occurs at any time during the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

8. Developer's Obligation. With regard to development, the Developer hereby covenants in favor of each Owner: (1) that all Living Units erected by it and all improvement of the Common Areas accomplished by it shall be architecturally compatible with respect to one another.

9. Failure of the Committee to Insist on Strict Performance -- No Waiver. The failure of the Committee to insist in any one or more instances, upon the strict performance of any of the terms, conditions, or restrictions of the Covenants contained herein, or to exercise any right or option herein contained, or to serve any notice of or to institute any action, shall not be construed as a waiver or relinquishment for the future, and such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Committee of any assessment from a lot Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Committee.

IX. BUILDING RESTRICTIONS

1. Building Location. The following minimum yard requirements shall apply to all Living Units in Green Hill Country Estates:

a. Front Yard. No building shall be located on any lot nearer than thirty (30) feet to the front lot line, unless a hardship is shown as concerning hook-up to the sewer and then set back will be allowed by review of the Architectural Committee.

b. Side Yard. Each lot shall have a side yard of at least twenty (20) feet on each side.

c. Side Yard -Corner Lots. On corner lots the side yard contiguous to the street shall not be less than thirty (30) feet in width, and shall not be used for vehicular parking except such portion as is devoted to driveway use for access to a garage.

f. Rear Yard. Each lot shall have a rear yard of not less than one hundred (100) feet, except for corner and flag lots which may have fifty (50) feet, and Lot 29, in phase #1 may be 50 feet.

g. Accessory Buildings. An accessory building shall not be built on a front yard, or closer than twenty (20) feet to a side lot property line or closer than twenty-five (25) feet to a rear property line. All accessory buildings must be approved by the Architectural Control Committee prior to construction.

2. Projections into Yard.

a. The following structures may be erected on or project into any required yard:

- 1) Fences and walls in conformance with Section 7 of this document.
- 2) Landscape elements, including trees, shrubs, agricultural crops and other plants.
- 3) Necessary appurtenances for utility services.

b. The structures listed below may project into a minimum front or rear yard not more than six (6) feet and into a minimum side yard no more than four (4) feet:

- 1) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features.
- 2) Fireplace structures and bays, provided they are not wider than eight (8) feet and are generally parallel to the wall of which they are a part.
- 3) Stairways, balconies, door stoops, fire escapes, awnings and planter boxes or masonry planters.

3. Building Height. No lot or parcel of land in the development shall have a building or structure used for dwelling or public assembly which exceeds a height of two (2) stories. Chimneys, flagpoles, church towers and similar structures not used for human occupancy are excluded in determining height.

5. Permissible Lot Coverage. All buildings, including accessory buildings and structures, shall not cover more than twenty percent (20%) of the area of the lot or parcel of land.

6. Dwelling Construction. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

a. Dwelling styles, design, alterations or additions will conform to standards determined by the Architectural Control Committee.

b. Exterior construction materials will be limited to stone veneer, brick or brick veneer, rough sawn or resawn wood siding, or stucco, or other material specifically approved by the Architectural Control Committee, and shall be in earth tones indigenous to the area. White brick may also be used. Specifications regarding the color, texture, finish and quality for

the above will be posted and made available by Green Hill Country Estates Architectural Control Committee.

1) Roof. All roof vent cap louvres, plumbing stacks, chimney flashing, basketball backboards, down spouts, etc. are to be painted to match the color of the field, roof or the trim.

c. Roof design shall be limited to a minimum of a 4/12 pitch and a maximum of 9/12 pitch. Pitch may be increased to 12/12 pitch with Architectural Control Committee approval. All roofs in the subdivision shall be of shake, asphalt, or bar tile construction, unless the Architectural Control Committee specifically authorizes otherwise in writing.

d. Location of all storage or utility buildings, garbage and refuse containers, air conditioning equipment, clothes drying lines and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.

e. Any light used to illuminate garages, patios, parking areas or for any other purposes shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

f. Each residence constructed on the property must include a garage large enough for at least two (2) cars, which garage shall be fully enclosed.

7. Fences. Fences or walls shall be of pipe rail, brick or chain link. No fence or walls of wood, clump block or unpainted concrete block shall be allowed. Fences, walls or hedges shall not exceed eight (8) feet and shall not extend closer than thirty(30) feet to front property line or to front corner of house, except pipe rail fence, painted white, is permitted on front 30 feet of lots.

X. QUALIFICATIONS FOR FEDERAL HOME LOAN MORTGAGE CORPORATION LOANS

The following protective covenants are to conform with the requirements of the Federal Home Loan Mortgage Corporation (herein FHLMC) and enable the property owners to qualify for a loan from FHLMC.

a. Rights of First Mortgagee. Nothing contained herein or in the bylaws of the Association shall impair the rights of a first mortgagee to:

1) foreclose or take title to a lot pursuant to the remedies provided in the mortgage, or

2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

3) participate in the subsequent sale or lease of the lot so acquired by the mortgagee.

4) Provided further, any first mortgagee who obtains title to a lot pursuant to 1, 2 and 3 above, will not be liable for that lot's unpaid dues or charges which accrue prior to the acquisition of title to such lot by the mortgagee.

b. Restrictions on Amendment. Unless at least eighty-five percent (85%) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the Developer) of the individual lots have given their prior written approval, the Association shall not be entitled to:

1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by the Association, for the benefit of the lots in Green Hill Country Estates (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Areas by Green Hill Country Estates shall not be deemed a transfer within the meaning of this clause);

2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a lot Owner;

3) By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of lots, the exterior maintenance of lots, the maintenance of the Common Areas party walks or common fences and driveways, or the upkeep of lawns and plantings in Green Hill Country Estates;

4) Fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs);

5) Use hazard insurance proceeds for losses to any Green Hill Country Estates Common Areas for other than the repair, replacement or reconstruction of such Common Areas property.

c. Powers of First Mortgagees. First mortgagees of any Green Hill Country Estates lots may, jointly or singly, pay

taxes or other charges which are in default and which may or have become a charge against any of the Associations' Common Areas and may pay overdue premiums on hazard insurance policies, or secure a new hazard insurance coverage on the lapse of a policy, for such Common Areas and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

d. Association Dues. Association dues shall include charges to maintain an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Areas that must be replaced on a periodic basis. Said dues are to be made by the Owners in regular installments rather than by any special assessment, with the regular annual installments to be determined by the Board of Trustees.

e. Written Notification to First Mortgagee. A first mortgagee, upon request, shall be entitled to written notification from the Trustees of the Association of any default in the performance by any individual lot Owner of any obligation of the Owner under the Articles of Incorporation, Bylaws of the Association or this Declaration, which default is not cured within sixty (60) days after notice to the said Owner.

XI. MISCELLANEOUS

1. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the latest address for the person who appears as a Member or Owner, in the records of the Association at the time of mailing.

2. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

3. Amendment. Any amendment to this Declaration shall require:

1) The lapse of twenty (20) years from the date hereof, unless a longer time limit is specifically applied herein for specific amendments.

2) The affirmative vote of at least seventy-five (75%) percent of all members entitled to vote thereon.

3) Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 2) at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of any instrument executed by the Association (and by the Developer if the Class B membership then exists). In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

4. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of this Section 4.

a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

b. The total number of votes required for authorization or approval under this Section 4 shall be determined as of the date on which the last consent is signed.

c. Except as provided in the following sentence, any change in ownership of a lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in any increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

d. Unless the consent of all Members whose memberships are appurtenant to the same lot are secured, the consent of none of such Members shall be effective.

5. Mortgage Protection. In the event an Owner neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage (or trust deed) covering such Owner's lot.

All assessments of the Association and the lien thereof shall be subordinate to the lien of any first mortgage or deed of trust on a lot. Each holder of a first mortgage lien on a lot who comes into possession of the lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take the lot free of any claims for unpaid assessments and charges against the lot which accrue prior to the time such entity comes into possession of the lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all lots including the mortgaged lot.

Unless all holders of first mortgages (or trust deeds) on the individual lots have given their prior written approval, neither the Association nor any other party shall be entitled to:

a. Alter the provisions of Section 6 of Article V hereof (pertaining to uniform rate of assessment);

b. Partition or subdivide any lot or the Common Areas or dedicate or transfer all or any part of the Common Areas; or

c. By act or omission seek to abandon or materially alter the arrangement which is established by this Declaration.

6. Developer's Rights Assignable. The rights of Developer under this Declaration or in any way relating to the Property may be assigned.

7. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity of or enforceability of the remainder thereof. This Declaration shall be liberally construed to effect all of its purposes.

8. Covenants to Run with Land. This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Developer, all parties who hereafter acquire any interest in a lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns until December 31, 2002, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by the vote of seventy-five percent (75%) of the then Owners of the plotted lots these covenants are terminated. Each Owner or occupant of a lot or Living Unit shall comply with, and all interests in all lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, servitudes, obligations, restrictions, easements, charges, or liens contained herein, it shall be lawful for any other person or persons owning any lot situated in Green Hill Country Estates to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants, servitudes, obligations, restrictions, easements, charges, or liens, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of Court or other dues for such violation.

9. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

THIS DECLARATION dated and signed the 25th day of August, 19 81.

INC.

GREEN HILL DEVELOPMENT COMPANY,

BY:

Jim Aland
Jim Aland, President

ATTEST:

Harold Eborn
HAROLD EBORN, Secretary

STATE OF UTAH

COUNTY OF UTAH

On the 25th day of August, 1981, personally appeared before me JIM ALAND and HAROLD EBORN, who being by me duly sworn did say, each for himself, that the said JIM ALAND is the President and the said HAROLD EBORN is the Secretary of GREEN HILL DEVELOPMENT COMPANY, and tha the within and foregoing instrument was signed in behalf of said corporation and by authority of a resolution of its Board of Directors and the said JIM ALAND and HAROLD EBORN each duly acknowledged to me that said Corporation executed the same, and that the seal affixed is the seal of said Corporation.

H. Frank Hammond
Notary Public

Residing at Ogden, Utah
My Commission Expires Jan. 2, 1985

W9JA

