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 84003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 CHIPMAN VILLAGE

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 RANDALL A. COVINGTON
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CHIPMAN VILLAGE
American Fork, Utah County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of CHIPMAN VILLAGE, American Fork, Utah County, Utah is made this 12th day of August, 2009, by the elected officers of the Chipman Homeowners Association, in their capacity as the Management Committee.

RECITALS

A. The original Declarant (GAR Medical Management, Inc.) caused the Chipman Homeowners Association to be formed by (1) Declaration of Covenants, Conditions and Restrictions and (2) by the Plat Maps recorded with the Declaration. The original Declaration and Plat maps were recorded with the Utah County Recorder's Office on the 28th day of December, 1994. Amendments were recorded the 16th day of November, 1995 and the 23rd day of February, 1998, and a Revised Declaration was recorded the 29th day of March, 2006.

B. The Management Committee of the Chipman Homeowners Association has been given by vote of the Association members, the primary responsibility and authority to manage the operation and maintenance of Chipman Village. The Committee sees a need to establish an updated, more clearly stated, easily understood, complete and comprehensive Declaration. Therefore, the Committee submits this new Declaration which will terminate and replace the above stated previous Declaration, two Amendments, and the Revised Declaration. In addition, a document of Rules and Regulations has been established.

This Declaration, which is also intended to be the By-Laws of the Chipman Homeowners Association, shall replace the previous documents and constitutes the entire Declaration of Covenants, Conditions and Restrictions of the Chipman Homeowners Association. With the attached Rules and Regulations, it supersedes the previous Declarations and Amendments. If there is any inconsistency between this and previous documents, this Declaration and the Rules and Regulations are controlling and any inconsistencies with prior Declaration and documents are hereby revoked as of the recording date.

Information from the original Declaration, the two Amendments and the Revision has been included and sometimes combined, reorganized, and reworded. Some new Covenants, Conditions, Restrictions, Rules and Regulations have been added.

C. Each Unit Owner in the Development, being a member of the Association, received a copy of this Declaration and the Rules and Regulations to study for a three week period. A written vote was asked for, gathered and compiled by the 16th day of July, 2009. The Unit Owners approved and adopted this Declaration by 83%.

Some changes requested by Owners were made. A written copy of these changes was provided to each Owner for a vote of approval or rejection. The Unit Owners approved and adopted these changes with an affirmative vote of 75%.

The necessary and required affirmative vote needed to pass a change in the Declaration and the Rules and Regulations is 60% as set forth herein.

D. The Management Committee, in behalf of the Chipman Homeowners Association, desires to execute and record this Declaration for the purpose of evidencing of record that the foregoing Declaration is approved and adopted by the Unit Owners of the Association. The Rules and Regulations document has also been approved and is being recorded with the Declaration, but may be changed with approval of the Association without being recorded.

ARTICLE I
PURPOSE, EFFECTUATION and SUBMISSION

Section 1.01. Purpose.

The purpose of this instrument is to provide for a governance structure and a system of standards and procedures for the maintenance and preservation of the values of Lots, Improvements and Common Areas within Chipman Village, a Planned Unit Development in American Fork, Utah. To this end, the original Declarant, G.A.R. Medical Management, Inc. caused the Chipman Homeowners Association, (the "Association") to be formed the 28th day of December, 1994 in order to perform, and it continues to perform, certain functions on behalf of the Owners of the Twin Homes within the property as set forth in the Declaration of Covenants, Conditions and Restrictions and the Rules and Regulations. The certain functions shall include, but are not limited to:

1.01. A. Managing and Administering the affairs of Chipman Homeowners Association.

1.01. B. Arranging For and/or Seeing That All Necessary Repair and Upkeep is Accomplished for the grounds, the common areas and units.

1.01. C. Establishing and Enforcing Covenants, Conditions, and Restrictions herein set forth as well as establish and enforce other Rules and Regulations as necessary.

1.01. D. Collecting and Disbursing all fees, assessments and charges hereinafter created.

Section 1.02. Effectiveness.

From and after the effective date of the 18th day of February, 1998: (a) Each part of the Development and each Lot and improvement constructed thereon lying within the boundaries of the Development shall constitute but constituent parts of a single Planned Unit Development; (b) The Development shall consist of the Lots and of any Common Areas which are described and depicted on the Plat or Plats, together with such additional provisions relating to annexation or expansion of the Development; (c) The Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; and (d) The Plat of the Development shall consist of the instruments which are identified as Plat "A", Plat "B" and Plat "C" Chipman Village, A Planned Unit Development, American Fork, Utah, and filed for record concurrently herewith, in the instance and of Plat "A" and subsequent hereto in the instance of Plat "B" and in the instance of Plat "C" in the office of the Utah County Recorder, Provo, Utah, as the same may be amended, and any subsequent Plats which may be filed for record pursuant to the provisions hereof relating to annexation or expansion of the Development. In the event of any variation between Plat "A", Plat "B" and Plat "C" in describing lots, common areas, roads, improvement, or anything else, including lot number designations, Plat "C" shall prevail.

Section 1.03. Submission.

Declarant hereby submits to the provisions of the Utah Condominium Ownership Act (hereinafter "the Act") the real property situated in the city of American Fork, Utah County, State of Utah described in Exhibit A to this Declaration, together with the land described in Plat "B", together with the land described in Plat "C", Chipman Village, A Planned Unit Development, as recorded in the office of the Utah County Recorder and incorporated herein as if here set forth in full.

ARTICLE II
DEFINITIONS

When used in this Declaration each of the following terms shall have the meaning indicated.

Section 2.01. **"Declarant"** shall mean and refer to the elected officers, the Management Committee of the Chipman Homeowners Association.

Section 2.02. **"Declaration"** shall mean and refer to this "Declaration of Covenants, Conditions and Restrictions of Chipman Village, A Planned Unit Development" which is also intended to be the By-Laws of the Chipman Homeowners Association, the same as may be supplemented or amended from time to time.

Section 2.03. **"The Act"** shall mean and refer to the "Utah Condominium Ownership Act", Title 57, Chapters 8 and 8a of Utah State Code hereinafter, "the Act" which must be followed.

Section 2.04. **"Rules and Regulations"** shall mean and refer to any Rules or Regulations which in addition to the Declaration of Covenants, Conditions and Restrictions shall govern the Association. These may be changed and updated from time to time as needed. A written copy of new Rules and Regulations shall be provided to each owner by the Management Committee prior to a vote for approval or rejection. 60% of the Owners must approve a new Rule or Regulation. These are valid without being recorded with the County Recorder.

Section 2.05. **"Governing Documents"** shall mean or refer to a written instrument by which the Association may: exercise powers, manage, maintain, or otherwise affect the property under its jurisdiction. Governing Documents may include but are not limited to: properly recorded Plats, properly recorded Declaration of Covenants, Conditions, and Restrictions and Amendments to Declaration, which are also intended to be the By-laws, and the Rules and Regulations of the Association.

Section 2.06. **"Property", "Project", "Subdivision" or "Development"** shall mean, include and refer to all acreage, real property, buildings and improvements herein described any and all annexations to Chipman Village, a Planned Unit Development as it exists at any given time.

Section 2.07. **"Plat" or "Map"** shall mean and refer to the subdivision Plats recorded and entitled Plat "A", Plat "B" and Plat "C", Chipman Village Planned Unit Development, American Fork City, Utah County, Utah, prepared and certified to by Arthur F. Jueschke (a duly registered Utah Land Surveyor holding Certificate No. 145812), executed and acknowledged by original Declarant, accepted by American Fork City, and filed for record in the office of the County Recorder of Utah County, Utah concurrently with the original Declaration, together with Plat "B" and Plat "C", Chipman Village, A Planned Unit Development, American Fork, Utah, subsequently so filed.

Section 2.08. **"Lot"** shall mean and refer to any separately numbered or individually described plot of land or parcel within the Development as designated upon any recorded subdivision Plat of the property. Chipman Village has only residential lots, the use of which is limited by law, covenant, or otherwise to single family residential use only, with the exception of the Common Area Parking. Each lot is designated for separate ownership or occupancy.

Section 2.09. **"Twin Home"** shall mean and refer to a single or two story bungalow style zero lot line building with two separate individually owned and individually occupied Units that share a common center wall.

Section 2.10. “Unit”, “Units” and “Unit Number” shall mean one or more individual “Twin Home” residence each constructed on a lot designated on the Plat. The Unit Number is the same number as the Lot it is constructed on. Each Unit has an individual street address.

Section 2.11. “Owner” shall mean and refer to any person, entity, or group of persons who is the owner of record (as reflected by the records in the office of the County Recorder of Utah County, Utah) of a fee simple title or undivided fee interest in any Lot and Twin Home, and any contract purchaser of any Lot and Twin Home. Multiple Owners of a particular Lot and Twin Home shall be jointly and severally liable as to all responsibilities of an Owner.

This excludes any person, entity or group of persons which holds an interest merely as security for the performance of an obligation. Notwithstanding any applicable theory relating to mortgages, no mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof.

Section 2.12. “Association” and “HOA” shall mean and refer to the Chipman Homeowners Association, of which one Owner of each residential lot in Chipman Village, by virtue of such ownership, is a Member. The Association shall provide for administration of the Development in accordance with the Governing Documents.

Section 2.13. “Management Committee” and “Committee” shall mean the Declarant herein, or its successors and assigns, or the entity, regardless of name, with primary responsibility and authority to manage the affairs of the Association, the same as are selected according to the provisions of Article VI, herein.

Section 2.14. “Member” shall mean and refer to every person or entity who, as an Owner of record of a Twin Home in the Development, shall be entitled to be a member of the Association. One Owner of each property shall be required to be a member of the Association. Membership automatically transfers with transfer of title by Owner of record to another person or entity.

Section 2.15. “Family” shall mean a group of natural persons related to each other by blood, or legally related to each other by marriage or adoption.

Section 2.16. “Mortgage – Mortgagee – Mortgagor”: Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

Section 2.17. “Common Areas” shall mean and refer to the non-buildable lot designated on Plat “C” as Lot 4, deeded to Chipman Homeowners Association, comprising the Common Area Parking, also two sections of white vinyl fencing hereinafter described. All are owned, maintained, repaired and administered by the Association for the common use and benefit of the Owners and residents within Chipman Village. There are no “Limited Common Areas” mentioned in the original Declaration.

Section 2.18. “Common Expenses” shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required for the Management Committee to perform or exercise its functions, duties, or rights under the law, this Declaration, the Management Agreement for operation of the Project, and such Rules and Regulations as the Association may from time to time make and adopt.

Section 2.19. “Assessment” shall mean and refer to any charge, including Common Expenses as explained in this Declaration and Rules and Regulations, imposed or levied by the Association on or against a lot or a lot owner, pursuant to governing documents recorded with the County Recorder.

Section 2.20. "Reimbursement Assessment" shall mean a charge levied against a particular Owner or his Lot and Twin Home for the purpose of reimbursing the Association for costs incurred in bringing the Owner or his Lot and Twin Home into compliance with the provisions of this Declaration or other Rules and Regulations of the Association, or any other charge designated as a Reimbursement Assessment in this Declaration, together with costs, interest, attorney's fees and other charges payable by such Owner pursuant to the provisions of this Declaration.

Section 2.21. "Percentage Interest". Each Unit Owner shall hold a 4.17 (%) Percentage Interest in the Common Areas based on the fact that the twenty four Units are substantially equal in size. The Percentage Interest in the Common Areas shall be for all purposes including, but not limited to, interest in the Common Areas, participation in assessments for Common Expenses, and voting rights in the Association. The Percentage Interest shall not be separated from any Unit even though not specifically mentioned in the instrument of transfer; such Percentage Interest shall automatically accompany the transfer of the Unit.

ARTICLE III

CLASSIFICATION AND DESCRIPTION OF PROPERTIES AND IMPROVEMENTS

Section 3.01. Classification.

The property in the subdivision shall be considered in two classifications, namely the dwellings, herein known as Twin Homes, and Common Areas.

Section 3.02. Description of the Land.

Chipman Village Planned Unit Development is located on the tract of real property located in American Fork City, Utah County, State of Utah as described on Plat "A", Plat "B" and Plat "C". See attached Exhibits A, B and C.

3.02. A. Removal of 4 Lots and Improvements from Chipman Homeowners Association.

The Plats show a total of twenty eight Lots and one Common Area in Chipman Village. However, originally four lots, now three lots with business buildings and Main Street addresses, have not been considered a part of Chipman Homeowners Association for many years. Although the Plats have not been updated, these three lots with the three buildings are not now considered part of the Association. See attached Exhibit D.

3.02. B. Chipman Village Consists of Twenty Four Lots with Improvements.

For the purposes of this Declaration and the Chipman Homeowners Association, Chipman Village has twenty four lots as explained in 3.02. A.

Section 3.03. Description of Improvements, Twin Homes.

The improvements, twelve Twin Homes, have been built on the tract of real property described in Exhibits A, B and C, each with two individual Units, one standing on each of the twenty four Lots. Each Unit number is the same as the Lot number. Each Unit also has an individual street address.

3.03. A. Description and Legal Status of Lots and Units.

The Plats show each lot designation, its location and dimensions from which its area may be determined and the Common Areas to which it has immediate access. All improvements are residential Units, each capable of being independently owned, encumbered and conveyed. Current descriptions of individual Units are on file with the Utah County Assessor and Recorder.

3.03. B. Plat "A".

Lots 1 thru 10 were amended by Plat "B". Twin Homes were built on Lots 2 through 7: Single story bungalow style zero lot line Twin Homes. There are three buildings of this type with two Units per building for a total of six Units. Each Unit has approximately 1190 square feet. Each Unit has an attached single car garage. Construction is frame and stucco exterior construction slab on grade floors with no basements. Although Lot 1 remains on the Plat, it is not considered part of the Association. Refer to Section 3.02. A.

3.03. C. Plat "B".

Lots 8 and 9 and 11 through 28 were amended by Plat "C". Twin Homes were built on Lots 8 and 9 and 13 through 26: Single story or two story bungalow style zero lot line Twin Homes. There are eight buildings of this type with two Units per building for a total of sixteen Units. Each Unit has approximately 1190 square feet. Each Unit has an attached single car garage. Construction is frame and stucco exterior construction slab on grade floors. Six Units, 8, 9, 21, 22, 23, 24 are two story, ten Units, 8, 9, 13, 14, 15, 16, 21, 22, 23, and 24 do not have basements. Six Units 17, 18, 25 and 26 have partial basements. Units 19 and 20 have full basements. Although Lots 10, 11 and 12 remain on the Plat, they are not considered part of the Association. Refer to Section 3.02. A.

3.03. D. Plat "C".

Plat "C" amended Plat "B". One single story Twin Home building with two Units was built on Lots 1 and 2 (also known as respectively as Lots 28 and 27). They share a common or party wall lot line. Each Unit has a full basement and a double garage. Lot 4 is the Association's Common Area Parking described herein. Although Lot 3 remains on Plat "C" (was Lots 11 & 12 on Plat "B"), it is not considered part of the Association. Refer to Section 3.02. A.

Section 3.04. Description of the Common Areas.**3.04. A. Common Area Parking.**

Lot 4 on Plat "C" at the north end of 330 East is the Common Area Parking for parking of extra motor vehicles and recreational vehicles with restricted usage as described in this Declaration Section 4.01. D. (1) and (2) and the Rules and Regulations. The area is paved and lined. The west boundary is set apart from the street by the cement gutter. The white vinyl fence on the east boundary of the Common Area is not part of the Common Area and belongs to Units 23 and 24. The north boundary is set apart by the white vinyl fencing and the south boundary by the end of the paving.

3.04. B. White Vinyl Fencing at the North End of 330 East.

This section of white vinyl fencing is Common Area. It runs east and west along the north boundary where 330 East ends, between the northeast corner of Lot 1 as seen on Plat "C" (also known as Lot 28), and the northeast corner where Lot 24 meets Lot 25 on seen on Plat "B".

3.04. C. White Vinyl Fencing on the East Boundary.

This section of white vinyl fencing is also Common Area. It runs north and south along the east side of 370 East between the north west corner of Lot 20 and southeast corner of Lot 26 as seen on Plat "B".

3.04. D. Each Unit Owner holds a 4.17(%) Percentage Interest.

As described in Article II, 2.21, each Owner shall have a 4.17% interest in the use of and expenses for the Common Areas.

Section 3.05. No Limited Common Areas. No Limited or Common Facilities.

None of the Limited Common Areas or Facilities or Common Facilities spoken of in Sections 2.05 and 4.04 of the Original Declaration were built or made part of Chipman Village.

ARTICLE IV **COVENANTS, CONDITIONS AND RESTRICTIONS**

Section 4.01. Statements of Use and Restrictions.

Twin Homes and Common Areas shall be utilized by the Owners, tenants, residents, and any visitors, guests, and/or invitees of these persons, subject to the Covenants, Conditions and Restrictions set forth herein, as well as Rules and Regulations adopted by the Owners and Members of Chipman Homeowners Association, and any other requirements or restrictions of applicable municipal, county, state or federal laws, regulations, and ordinances.

4.01. A. Chipman Village Shall Be A "55 and Older Senior Community".

Each Twin Home Unit in the Development shall be used exclusively for single family residential housing purposes.

(1) Residents of these Units must be persons age 55 and older, without children who are younger than 55 years of age residing with them.

(2) Each Owner, resident and tenant living in Chipman Village shall be asked by the Management Committee to verify his age by filling out and signing an Affidavit of Age and providing a copy of a document proving date of birth, i.e., Drivers License, Birth Certificate, or Passport. These documents shall be collected by, updated every two years by, and kept on file by the Committee to be used only if the Association has to legally prove compliance to laws regarding Senior Communities as required by federal regulation of Senior Housing. These documents shall be kept strictly confidential.

(3) The "55 and Older" age restriction shall not be deemed to be violated in the following circumstances with knowledge and approval of the Management Committee:

(a) Temporary residence by additional family members of unrestricted age not lasting more than six months during any calendar year,

(b) A family or non-family member who cares for an Owner, resident or tenant, who under a physician's advice, requires assisted long term medical care,

(c) A prospective Owner who is close to, but not yet 55 years old, and desires to live in Chipman Village and commits in writing to all be bound by the other Covenants, Conditions and Restrictions and Rules and Regulations.

4.01. B. General Restrictions for Use of Lots and Units.

(1) No owner, tenant, resident, visitor, guest or invitee, shall violate any Rules and Regulations for the use the Units as set forth in this Declaration and the Rules and Regulations as adopted from time to time by the Management Committee.

(2) No Unit Owners, residents, visitors, guests or invitees shall congregate, work, climb, or investigate in, on, over, or around another Owners Unit, Lot, fence or wall or property.

(3) Nothing shall be done or kept in any Unit or on any Lot or any part thereof which would be considered a hazardous activity, be a hazardous substance or material, or be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(4) Nothing shall be done, kept or disposed of in or on any unit, or on any lot, or any parts thereof, which would cause an increase in the insurance rates above what an Owner would customarily pay for insurance on his Unit or the contents thereof. In addition, nothing shall be done or kept on or in any Unit, on any Lot, or any parts thereof, which would result in the cancellation of any such insurance.

(5) No building of a temporary character, i.e. tent, tent trailer, camper, shack, garage, barn or other outbuilding shall be placed, inhabited or used on any Lot at any time.

(6) All utilities, fixtures and equipment installed within a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a lot, shall be maintained and kept in repair by the owner thereof. An owner shall do no act or any work that will impair any easement or inheritance value or do any act or allow any condition to exist which will adversely affect the other lots or owners.

4.01. C. No Unit Shall Be Used Primarily As A Place of Business.

No Business, Industry, Trade, Occupation or Profession of any kind, whether for commercial, religious, educational, charitable or any other purpose shall be conducted, maintained or permitted in any part of the Development with the exception of:

(1) A non-obtrusive home occupation performed out of the home shall not be considered to be a violation of this Covenant if the following guidelines are followed:

(2) A Home Occupation:

(a) shall be permitted by the zoning and licensed by American Fork City.

(b) shall be conducted entirely within the residential dwelling, no accessory building or yard space for storage or activities outside the dwelling, no modification of the residential structure, use no more than (twenty five) 25% of the ground floor space, clearly secondary to the use of the dwelling for residential purposes.

(c) shall be carried on only by members of the residing family.

(d) shall not have, but not limited to: a display of goods, signage, traffic, commercial vehicles permanently parked in complex, advertising of the location.

4.01. D. Use of Common Areas.

(1) **Use of All Common Areas.**

(a) No owner, tenant, resident, visitor, guest or invitee shall violate any rules or regulations for the use of the Common Areas as set forth in this Declaration and the Rules and Regulations as adopted from time to time by the Management Committee.

(b) Nothing shall be kept or stored in or on any part of the Common Areas without the prior knowledge of the Committee.

(c) Nothing shall be done, kept or disposed of in or on any part of the Common Areas which would be considered a hazardous activity, a hazardous substance or material, or be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(d) Nothing shall be altered on, constructed in or removed from the Common Areas, i.e. vehicle towed or fencing removed, except upon the consent of the Committee.

(e) Nothing shall be done or kept on or in the Common Areas which would cause an increase in the insurance rates for the Common Areas. In addition, nothing shall be done or kept on or in the Common Areas which would result in the cancellation of any such insurance.

(f) The vehicles parked in the Common Area Parking are valuable private property. The white vinyl fencing would be costly to repair and replace. Therefore, no Owner, tenant, resident, visitor, guest or invitee, or groups of the same, shall congregate, work, climb, or investigate in or around, or in any way cause damage to or waste of any of this property.

(g) A Unit Owner, tenant or resident shall be solely responsible and liable to the Association for any damage to or waste of the Common Areas which is caused by or committed by that Unit Owner, tenant, resident or his visitor, guest or invitee. A Unit Owner, tenant or resident shall be solely responsible and liable to any other owner, tenant, resident, visitor, guest or invitee for any damage to or waste of any other persons' private property. If damage to or waste of, is caused or is committed by the visitors, guests or invitees of multiple Owners, then those Owners shall be jointly and severally liable to the Association for the cost of repairing the damage to or waste of, the Common Areas and/or to a property Owner for any damage to his private property.

(2) Use of Common Area Parking.

The Common Area on 330 East, shown on Plat "C" as Lot 4, shall be used for parking of registered, operable motor vehicles, recreational vehicles and utility trailers used in connection with a recreational vehicle parked in the Area. All vehicles shall actually be used by the Owner, tenant or resident for personal use and not for commercial use in accordance with the Declaration and the Rules and Regulations established by the Association.

(a) The Common Area Parking shall not be used for parking of deserted, non-used, inoperable vehicles, vehicles that are leaking fluids or any vehicle that is not currently registered to an Owner, tenant or resident.

(b) The Area shall not be used for the maintenance of vehicles.

(c) If need for parking spaces for recreational vehicles and utility trailers used with them exceed the number of spaces available, the Committee may by Rules and Regulations control or limit the use of the Common Area Parking. This may be necessary to protect the interests of all the Owners, tenants, residents, Units in close proximity and Common Area Parking.

(d) No one shall remove another persons' vehicle from its parking place unless there is an urgent matter of safety involved, or unless they have been authorized by the owner to do so.

(e) There shall be no obstructions of the Common Areas or an Owners' access or right of way to his property parked there by any Owner, tenant, resident, visitor, guest or invitee.

(See Rules and Regulations)

(3) Use of Two Sections of White Vinyl Fencing.

Part 4.01. D. Use of All Common Areas, applies to the fencing described in Sections 3.04. B. and 3.04. C. comprising the other two parts of the Common Areas. The Association shall be responsible for maintaining this fencing unless damage is caused as described in 401.D. (1). (g).

4.01. E. Quiet Enjoyment, Nuisances, Unreasonable Annoyance, Noxious Activities.

No noxious, offensive, destructive, immoral, improper or illegal activity of any kind shall be carried on upon any Lot, in any Unit, or in or upon the Common Areas or any part thereon.

Nor shall anything be done thereon which, "based on the standard of a reasonable person of normal sensitivity, disturbs or unreasonably threatens to disturb the public peace, health, safety or general welfare of persons" in the neighborhood, "nor shall anything be done which in any way interferes with the quiet enjoyment of each of the Owners or residents".

(See Rules and Regulations)

4.01. F. Animals.

Animals shall be limited to no more than one domestic pet in any one Unit, i.e.: a dog, a cat, or a bird, "customarily permitted in the house and that is kept for company or pleasure" or as a medical companion. No breeding of animals shall be allowed and no animals shall be maintained for commercial purposes. The full-grown weight of any pet shall not exceed twenty (20) pounds.

(See Rules and Regulations)

4.01. G. Garbage, Rubbish and Unsightly Debris, etc.

(1) "The space around buildings, structures and fences shall be kept free from refuse and debris." No Owner shall allow his lot to become so physically encumbered with rubbish, unsightly debris, equipment or other things or materials so as to constitute an eyesore or create unsafe or unsanitary conditions, as reasonably determined by the Management Committee of the Association.

(2) Within twenty (20) days of receipt of written notification by the Committee of failure to comply with this condition, the Owner shall be responsible to make appropriate corrections.

(See Rules and Regulations)

4.01. H. Signs on Lots, on Units or in the Common Areas.

(1) "For Sale" and "For Rent" signs on individual Lots or in windows of Units shall be limited to one professional looking, reasonably sized sign such as those commonly used by realtors.

(2) No advertising signs, billboard, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted on any part of a property by any unit owner, tenant, or resident.

(3) No signs shall be erected or maintained in or on the Common Areas except (1) such signs as may be required by legal proceedings with notice given to the Committee and (2) such signs as the Committee may by resolution permit.

4.01. I. Parking In Areas Other Than the Common Area Parking.

Owners, tenants, residents, shall be and shall inform their visitors, guests and invitees to be considerate where they park, following these guidelines:

(1) No one shall obstruct another Owners driveway or access to his driveway.

(2) No one shall drive onto or park on any part of the lawns thus avoiding damage and costly repairs of the sprinkler systems.

(See Rules and Regulations)

4.01. J. Sale of Units.

Any Unit Owner who sells or otherwise disposes of his Unit shall submit to the Management Committee, prior to any transfer of title or possession, the following pertinent information concerning the transferee or new occupant:

(1) name and current phone number

(2) a statement from the buyer

(a) that he/she has received a copy of the Declaration and the Rules and Regulations

(b) that his/her age complies with the 55 & older age requirement and he/she will provide an "Affidavit of Age" and a copy of a proof of age document.

(c) that he/she is aware of the restriction of the total number of units in the complex that can be rented or leased at any one time and that transfer of title terminates rental or lease qualification on any Unit.

4.01. K. Lease and/or Rental of a Unit.

(1) Because Chipman Village is primarily an owner occupied, residential facility, the Association may adopt Rules and Regulations restricting or eliminating the number of units which may be rented or leased to the public.

(2) No portion of a Unit shall be rented or leased, other than the entire Unit.

(3) The Owner shall provide the Management Committee with the name, current address, and the current and/or new telephone number of a new occupant prior to occupancy.

(4) Prior to agreeing to rent or lease to a tenant, the Owner shall determine that a prospective tenant is "55 and Older". Owner shall inform the tenant that he will be asked by the Committee to fill out the "Affidavit of Age" and provide proof of age as explained in Section 4.01. A.

(See Rules and Regulations)

Section 4.02. Owner Responsibility for Individual Unit.

The Association and the Management Committee shall have no obligation regarding maintenance, care, or financial affairs relating to individual Units, excluding Assessments levied by the Association, enforcing adherence to the Declaration and Rules and Regulations of the Association, and maintenance of the grounds as detailed in Section 4.03.

4.02. A. No Owner ay partition or subdivide his Lot or Unit.

4.02. B. Maintenance of Individual Units.

Each Owner is responsible for the maintenance of his Unit and has the affirmative duty to do everything possible to keep his Unit in good repair at all times. No Owner shall be openly or wantonly negligent in performing such a duty. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to adversely affect the value or use of any other Unit.

(1) Inside Maintenance of Unit.

Each Owner shall, for his Unit and at his own cost and expense, maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceiling, floors, windows, including the exterior thereof, and doors forming the boundaries of its Unit and all walls, ceiling, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of its Unit in good repair, it shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air cooler, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with, it's Unit.

(2) Outside Maintenance of Unit.

Each Owner shall, for his Unit and at his own cost and expense, maintain and repair the exterior of his Unit. (See Rules and Regulations)

(3) Pest Control.

No lot Owner, tenant or resident shall permit any thing or condition to exist upon the Lot or in the Unit which would induce, breed or harbor infectious plant or animal diseases or noxious insects. In addition to pest control services provided by the Association, each Owner shall perform such pest control activities on his Lot and in his Unit as may be necessary to prevent insects, rodents and other pests from being present on his Lot and in his Unit.

4.02. C. Structural and Other Exterior Alterations to a Unit.

No Owner shall commence any structural alterations, exterior additions or changes to his Twin Home which would:

- (1) Jeopardize the soundness or safety of his Unit or any other Unit,
 - (2) Reduce its or another properties value, or impair any easement or inheritance value.
 - (3) Impair the harmony of external design and location in relation to surrounding structures.
- (See Rules and Regulations)

4.02. D. Owner Shall Pay Taxes, Utilities and Homeowners Insurance for His Unit.

(1) Each Unit Owner shall be responsible to pay and discharge any and all taxes and assessments which may be assessed against him on his Lot and Unit. It is understood that under the law each Unit in the Project is subject to separate individual assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against or paid by the Association as such.

(2) Each Unit Owner is responsible to contract for and pay for all utilities for his Unit, including, but not limited to, culinary water, sewer, garbage, recycling, power, and gas. The Association and the Management Committee have no obligation for these utilities for any Unit.

(3) Each Unit Owner will be responsible to purchase and maintain in force appropriate hazard, content and liability insurance for his Unit. The Association and the Management Committee are not responsible for and do not carry liability, structural or any other insurance for individual Units.

4.02. E. Owner Care of, Additions to and Removal of Landscaping.

Owners shall maintain the trees on their lot as well as plants and planted areas they establish.
(See Rules and Regulations)

4.02. F. Damage or Destruction of a Unit.

In the event a Unit or Units, or any portion thereof, shall be damaged or destroyed, the Owner/Owners shall take all necessary and appropriate action to effect repair and reconstruction thereof. Such repair or reconstruction shall be substantially in accordance with the original plans and specifications of the Units.

Section 4.03. Maintenance of the Grounds and Common Areas.

The Management Committee of the Association shall provide for, and/or contract for grounds maintenance, landscaping services and water, sprinkler system repair, snow removal, and such other maintenance and care as may be necessary for the Chipman Village to maintain a well kept and pleasing appearance, as well as a clean and safe environment for residents. Charges for these services are paid for with the Common Assessments.

4.03. A. General Landscaping Maintenance.

Early each year the Management Committee shall receive bids, choose and contract with a landscaper who shall provide landscape maintenance as outlined in the Rules and Regulations.
(See Rules and Regulations)

4.03. B. Snow Removal.

The Management Committee will contract for snow removal. All entry ways, driveways and sidewalks will be cleared. (See Rules and Regulations)

4.03. C. Maintenance of Common Areas.

The Management Committee shall see that any maintenance or repair to the Common Area Parking, such as patching or resurfacing the asphalt, or repainting lines is performed. The Committee shall also see that any necessary repair or replacement of the Common Area white vinyl fencing is performed to keep it in good condition and functional.

4.03. D. Liability Insurance.

The Management Committee shall maintain a liability insurance policy to cover the Common Areas.

ARTICLE V
MEMBERSHIP and VOTING RIGHTS

Section 5.01. Membership.

Each person, entity or group of persons that is the Owner of record or a contract purchaser of any Twin Home which is subject by Covenants of record to Assessment by the Association, shall be a member of the Association. The foregoing does not include persons, entities or groups of persons that hold an interest merely as security for the performance of an obligation.

Ownership of a Twin Home shall be the sole qualification for membership. There shall be one membership per Twin Home. Membership shall be appurtenant to and may not be separated from ownership of a Twin Home and shall automatically transfer with transfer of title by the record owner to another person or entity.

Section 5.02. Voting Rights.

Members of the Association, as defined in Section 5.01 above, shall have voting rights, including but not limited to, in the management of the Association, in the formation and election of members to its Management Committee, and in making changes to the Declaration of Covenants, Conditions and Restrictions and to the Rules and Regulations of the Association.

A person, entity or group of persons that is the Owner of record of a simple fee or undivided fee interest in any Twin Home which is subject by Covenants of record to Assessment by the Association shall have one vote for each Twin Home owned. In the event that one Twin Home has more than one Owner of record, it is understood that these owners will decide among themselves how to vote as there will only be one recognized vote for that Twin Home.

The Percent Interest of 4.17% applies to each Unit for voting derived and allocated in accordance with "the Act" and is appurtenant to the Twin Home with title change.

ARTICLE VI
MANAGEMENT and MANAGEMENT COMMITTEE

Section 6.01. Management.

Power, authority and responsibility to perform the duties and obligations necessary for the administration of the affairs of Chipman Homeowners Association, shall be vested in the Management Committee as set forth in this Declaration and by vote of the Members of the Association. The Association members shall hold meetings as it becomes necessary for, but not limited to, the following purposes: to hold an election for a Management Committee, to address the terms of office, resignations from, terminations of the Management Committee members, to discuss and adopt such rules or regulations as it may deem reasonable and/or necessary.

Section 6.02. Management Committee.

6.02. A. Election and Number.

The members of the Association, as defined in Article V, shall hold an election for a Management Committee, to consist three, five or seven members. Each Committee shall decide how responsibilities will be divided.

6.02. B. Duties, Obligations, Powers and Authority.

The Committee shall have and perform the following duties, obligations, powers and authorities, and may undertake, for the Association, such other duties as may become reasonable or necessary:

- (1) Provide for, and/or contract for grounds maintenance, landscaping and snow removal for all of the properties, and such maintenance as may be needed to the Common Areas.
- (2) Determine, levy and collect Assessments for all purposes necessary to the proper running of the Association and discharge all financial duties in the manner set forth in Article VII.
- (3) Enforce, in the manner described in Article X, Section 10.01, these Covenants, Conditions, and Restrictions and other Rules and Regulations of the Association, and .
- (4) Present to and communicate with the Owners and tenants giving them written and/or verbal information regarding the affairs of the Association. Information may include changes needed in rules and regulations, decisions that need to be made and actions that need to be taken.
- (5) Hold regular Committee meetings, and schedule Association meetings as necessary.
- (6) Ask for and obtain the vote of each Association Member on an issue or action with or without a meeting. This shall be accomplished by written ballot or statement of approval or disapproval with the signature of the Member. The Committee shall provide each Member with a written explanation of the issue or action prior to asking for a vote.

6.02. C. No Salary or Compensation.

No salary or other Compensation for services shall be paid to any officer of the Association for services rendered by such officer, but this shall not preclude an officer of the Association from performing any other service for the Association as an employee and receiving compensation therefore. Reimbursement for materials and supplies shall be allowed, i.e., postage, printing costs including copying, paper, ink cartridges.

Section 6.03. Liability, Indemnification of the Management Committee.

Neither the Management Committee, nor their assignees nor delegates, shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith. Each member of the Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

Section 6.04. Professional Management.

It shall be within the authority of the Management Committee without vote of the membership to contract for professional management of the Association, and to assess the members under the other provisions for assessment herein, to pay for such management. Under this provision the Professional Manager would be responsible only to the Management Committee for the performance of his or her duties, and any request for his or her services or complaints shall be communicated to the Management Committee.

Section 6.05. Management Agreement.

In lieu of a separate management agreement, the management of the Project shall be governed by this Declaration which is also intended to be the by-laws of the Association and the Rules and Regulations.

ARTICLE VII ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Twin Home, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in any such deed or instrument of conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 7.02. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of maintaining the attractiveness, cleanliness and safety of Chipman Village by providing (but not limited to): maintenance of the grounds and Common Areas, including repairs needed; water service for landscaping; snow removal as may be necessary; liability insurance policy covering the Common Areas; establishment and funding of a reserve to cover major repairs; and any expense necessary or desirable to enable the Association to perform and fulfill its obligations, functions or purposes under the Declaration and Rules and Regulations.

Section 7.03. Basis and Maximum of Annual Assessment.

7.03. A. Apportionment of Common Expenses.

Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned equally among the twenty-four Units over a 12-month period in proportion to their appurtenant Percentage Interest therein, which for each Unit is 4.17%.

7.03. B. Change in Annual Assessment.

Until the Management Committee provides otherwise, the maximum annual assessment may be changed during the calendar year after giving a minimum of two months notice to each Owner, without a vote of the membership. After consideration of current maintenance costs and future needs of the Association, the Management Committee may fix the annual assessment at an amount sufficient to fulfill the needs of the Association.

(See Rules and Regulations)

7.03. C. Summary of Expenditures and Budget.

Each year the Management Committee shall prepare a summary of the record of expenditures of the prior year. A budget shall also be prepared by the Management Committee which sets forth an itemization of the Common Expenses anticipated for the coming year, anticipated receipts, reserves, any deficit or surplus from the prior operating period upon which the annual assessment shall be based.

7.03. D. Written Copy to Owners.

Each year the Committee shall provide each Owner with written copies of the summary of the record of expenditures of the prior year, the budget for expected expenditures for the coming year and an explanation regarding the annual assessment for the coming year.

Section 7.04. Date of Commencement and Method of Paying Annual Assessments.

7.04. A. Commencement of Annual Assessments.

The Annual Assessments shall commence to all Twin Homes each calendar year as determined by the Committee and stated in the Rules and Regulations. These Assessments shall be billed as stated in the Rules and Regulations.

(See Rules and Regulations)

7.04. B. Method of Assessing.

The method of assessing the Common Expenses to the Unit Owners may be determined by the Committee so long as the method it adopts is consistent with good accounting practices. The dates and manner of payment of the Assessments shall be determined by and may be altered by the Committee. Owners will be notified of any changes. The Rules and Regulations shall specify the current method of paying the Assessments.

(See Rules and Regulations)

7.04. C. If No Notice Is Received By Owner.

If no notice regarding the upcoming Annual Assessment is received by an Owner before any quarterly payment is due (either by failure of the Committee or contracted management company to fix assessment amounts or to deliver or mail to an Owner an assessment notice), there shall not be deemed to be a waiver, modification or a release of any Owner from the obligation to pay the assessment. Payment shall be made on the same basis as during the last year for which an assessment was made until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

Section 7.05. Special Assessments.

In addition to the annual assessments authorized above, the Management Committee may levy in any assessment year, such special assessments, applicable for that year only, as may be necessary for unexpected expenditures. As much advance notice as possible shall be given to Owners so they can budget the money needed.

Section 7.06. Effect of Non-Payment of Assessments - Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. No Owner may waive or otherwise escape liability for part or all of the assessments provided for herein by, (but not limited to): non-use of the streets; abandonment of his Twin Home; or claim of inconvenience, annoyance or discomfort arising from any dispute with the Management Committee, such as over failure to maintain grounds or action taken to enforce compliance with Declaration.

(See Rules and Regulations)

ARTICLE VIII GENERAL IMPROVEMENTS

Section 8.01. Streets and Sidewalks.

Repair and maintenance of the streets shall be performed by the City of American Fork, and may include snow plowing and street sweeping on 330 East, 30 North and 370 East. Repair and maintenance of sidewalks on an Owners property are each Owners responsibility, except for snow removal which shall be contracted for by the Management Committee.

Section 8.02. Water Distribution System for Landscaping.

The water for landscaping is provided through the City of American Fork Pressurized Irrigation System.
(See Rules and Regulations)

8.02. A. Charges for Landscaping Water.

The Association shall pay for the landscaping water.

8.02. B. Charges for Culinary Water.

Individual Owners or residents shall be responsible to pay for culinary water as billed by the City of American Fork. The original hose bibs on the outside of Units are connected to the culinary system.

Section 8.03. Fencing.**8.03. A. Individual Owners Responsible for Fencing and Stucco Wall On Their Property Line.**

Most of the white vinyl fencing on the north, south, and east perimeter property lines as determined by the Plat of Chipman Village and the white vinyl fencing and the stucco wall on the west property line is the property of the individual property Owners. Maintenance and repair of this perimeter fencing and wall shall be the responsibility of each individual property Owner, not the Association.

(See Rules and Regulations)

8.03. B. Fencing Installed by Individual Property Owners.

Any fencing installed around patios or on Lot property lines is the property of that Owner. Maintenance and repair of that fencing is the responsibility of that Owner.

8.03. C. Before Any New Fencing Is Installed.

Before installing new fencing, an Owner shall consult with and receive approval from the Management Committee, consult with the landscaper regarding the sprinkling system, and call "Blue Stakes" (Dial 811) to have them establish where utility lines are.

8.03. D. The Two Sections of Common Area Fencing.

The white vinyl fencing as herein described is property of the Association and shall be maintained and repaired under direction of the Management Committee.

(See Rules and Regulations)

ARTICLE IX
VIOLATIONS AND ENFORCEMENT

Section 9.01. Compliance and Enforcement.

Each Unit Owner, tenant or resident shall comply strictly with the provisions of this Declaration and with the Rules and Regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or professional manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

Section 9.02. Management Committee's Power of Enforcement.

Enforcement of the provisions of this Declaration shall be accomplished by any lawful means, including fines and proceedings at law or in equity, against the person or persons violating or attempting to violate any provision herein, to restrain violation, compel compliance, or recover damages. The violator shall be required to pay any and all expenses incurred therein.

(See Rules and Regulations)

9.02. A. No Liability Shall Attach to the Committee.

No liability shall be attached to the Committee in acting pursuant to the provisions of this Declaration.

9.02. B. The Association May Cause a Violation or Condition To Be Remedied.

In addition to any other lawful remedies available, if a lot Owner fails to remedy a violation, the Association may remedy the condition or violation. The cost thereof shall be deemed a special assessment against the Owner of the lot, and which shall be subject to levy enforcement and collection in accordance with the assessment lien procedure provided for in Article VII, Section 7.01.

(See Rules and Regulations)

9.02. C. Failure to Comply.

Failure to comply with any of the provisions in this Declaration or Rules and Regulations adopted pursuant thereto shall be grounds for relief which may include, without limitation, recovery of damages, injunctive relief, foreclosure of lien, or any combination thereof.

9.02. D. Fines May Be Assessed.

Fines may be assessed against an Owner if he or his tenant or resident is in violation of a rule, regulation, covenant, condition or restriction listed in the Associations Governing Documents. Said fines may be secured by a lien on such Owner's Real Property.

(See Rules and Regulations)

9.02. E. Failure On One Occasion to Enforce.

Failure on one occasion to any provision hereof shall not be deemed a waiver of the right to enforce said provision or any other provision hereof.

Section 9.03. Enforcement by Others.

After reasonable notice in writing, any Owner, not at the time in default hereunder, shall have the option of bringing an action for damages, specific performance or injunctive relief against a defaulting Owner. Any judgment entered in such case shall include an award of reasonable attorney's fee to prevailing party.

Section 9.04. Management Committee Rights of Entry.

The Committee shall have a limited right of entry in and upon all lots and the exterior of all residences for the purpose of evaluating and taking corrective action that it may deem necessary and proper. Nothing, in this Article shall in any manner limit the right of the Owner to exclusive control over the interior of his residence.

ARTICLE X

DURATION AND AMENDMENT

Section 10.01. Duration.

This Declaration shall continue in full force and effect for a term of twenty years from the date of this Declaration, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of termination is recorded with the County Recorder, which Declaration must meet the requirements of an Amendment, as set forth below. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any lot from membership in the Association, except for the properties identified in Exhibit D, so long as this Declaration shall continue in full force and effect.

Section 10.02. Amendment.

The Unit Owners shall have the right to amend this Declaration upon the written vote of approval and consent of owners representing not less than sixty (60%) of Owners of record of all Twin Homes.

10.02. A. Each Owner Shall Be Provided a Copy of a proposed Amendment to Declaration prior to a vote.

10.02. B. Required Percentage & Recording.

In such Amendment the Management Committee shall certify that the required percentage of the Owners have approved and consented to such Amendment. Any Amendment so authorized shall be accomplished through recordation with the Utah County Recorder, executed by the Management Committee.

(See Rules and Regulations)

Section 10.03. Consent in Lieu of Vote.

When in any case the Declaration, an Amendment or the Rules and Regulations or any part thereof, requires authorization or approval, the assent or affirmative vote of 60% percent of the Owners may be fully satisfied by obtaining, with or without a meeting, consent or rejection in writing from each individual Owner. The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

ARTICLE XI

EASEMENTS

Section 11.01. Emergency Access to a Unit in Peril.

The Management Committee members shall have the right to enter, without liability, any or all units in the case of an emergency situation originating in or threatening such unit or any other Unit, whether or not the unit owner, tenant or resident thereof is present at the time.

In an emergency situation including, but not limited to, a perceived injury or illness of a resident, fire, earthquake, flood, or wind, without a resident at home or not responding to calls or warnings, the Management Committee members shall call Emergency 911, then, if intervention could be done safely before emergency help arrives, enter the Unit to provide what action is needed to minimize injury to a person or damage to that Unit or another Unit.

Section 11.02. Police, Fire and Ambulance Service.

An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and common area and Lots and Units as needed in the performance of their duties.

Section 11.03. Easement for Encroachment.

If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance shall and does exist.

Such encroachments shall not be considered to be encumbrances either to the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the tract, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 11.04. Right of Ingress, Egress, Horizontal and Lateral Support.

Each Owner shall have the right to ingress and egress over, upon and across the Common Area Parking necessary for access to his Unit. Each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

Section 11.05. Easement to Management Committee.

The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration and the Rules and Regulations.

Section 11.06. Easement for Utility Services.

There is hereby created a blanket easement upon, across, over and under the Tract described in the Plat for egress, ingress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

Section 11.07. Easement for Landscape Maintenance.

Owner grants to the Association an easement to those portions of the Lot exterior to the foundations of the Owners residence constructed upon the Lot for the purpose of providing uniform landscape maintenance.

ARTICLE XII
MISCELLANEOUS AND GENERAL PROVISIONS

Section 12.01. Severability.

Invalidity of any one of the provisions of this Declaration, any one or more sections, paragraphs, clauses, sentences, phrases, or words, or the application of any portion thereof, by judgment or court order or in any other circumstance, shall in no way affect the validity of any other provisions or parts thereof, in this Declaration.

Section 12.02. Number and Gender.

Whenever the context of the Declaration requires, the singular number shall include the plural, the plural the singular. The use of any gender shall include all genders.

Section 12.03. Eminent Domain.

Whenever all or part of the Common Areas shall be taken, injured or destroyed as the result of the exercise of the power of eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share in the damages in the same portion as his Percentage Interest in the Common Areas.

Section 12.04. Covenants to Run With Land; Compliance.

This Declaration and all 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 Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of Unit Owners, or in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

Section 12.05. Topical Headings.

The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

Section 12.06. Notices.

Required and permitted notices shall be deemed to have been properly furnished if delivered or mailed, postage prepaid to the person named as the Owner at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing to a Committee Member or Managing Agent of the Association.

Section 12.07. Effective Date.

This Declaration and the Rules and Regulations shall remain in full force and effect upon recording in the office of the County Recorder of Utah County, State of Utah.

IN WITNESS WHEREOF, the undersigned five members of the Chipman Homeowners Association Management Committee, being the Declarant, have executed this Declaration of Covenants, Conditions and Restrictions and the attached Rules and Regulations for Chipman Village on this 12th day of August, 2009.

Carolyn Jaquith
Carolyn Jaquith, Co-Chairman

Shirley Hunt
Shirley Hunt, Co-Chairman

Gay Jones
Gay Jones, Committee Member

Bette Adams
Bette Adams, Committee Member

Ellen Davis
Ellen Davis, Secretary

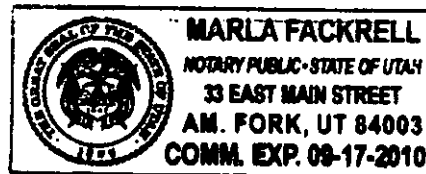
State of Utah)
) ss.
County of Utah)

On this 12th day of August, 2009, personally appeared before me, MARLA FACKRELL, a Notary Public, the five above named people. These, being by me duly sworn, did say that they are the members of the Chipman Homeowners Association Management Committee, and that the foregoing instrument was signed by them in behalf of said Homeowners Association and they each duly acknowledged to me that the said Association executed the same.

Marla Fackrell
NOTARY PUBLIC

NOTARIAL SEAL:

My commission expires: 9-17-2010



**RULES AND REGULATIONS
FOR
CHIPMAN VILLAGE**

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**RULES and REGULATIONS
OF
CHIPMAN HOMEOWNERS ASSOCIATION**

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The Chipman Homeowners Association shall have the power to establish, adopt, endorse, amend and repeal such reasonable Rules and Regulations as it may deem necessary for governing the operation, management, maintenance and control of Chipman Village.

The Management Committee shall notify Owners in writing of a proposed change in the Rules or Regulations and will ask each Owner to approve or reject in writing all additions and changes.

All Rules and Regulations must comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, "The Act", all other municipal, county, state and federal laws.

The Members shall at all times obey such Rules and Regulations doing their best to see that they are faithfully observed by the persons with whom they reside, their tenants, visitors, guests and invitees and others over whom they may exercise control or supervision. The Committee may take appropriate action against any owner who fails to refrain from violation, following provisions of the Declaration.

Terms used in these Rules and Regulations shall have the same meaning as indicated in Article II, Definitions, in the Declaration of Covenants, Conditions and Restrictions.

The number and topical heading of a Rule and Regulation corresponds to the number and topical heading in the Declaration of Covenants, Conditions and Restrictions that the Rule and Regulation applies to. Other Miscellaneous Rules and Regulations may be added under that title.

4.01. D. (2). Common Area Parking.

(1) Recreational vehicles shall be defined as motor homes, fifth wheels, house trailers, tent trailers, van conversions, boats and ATV's. Utility trailers shall be without motive power, weigh less than 750 pounds unloaded, have a single axle and must be used in connection with one of the above recreational vehicles.

(2) Regularly parked extra motor vehicles, recreational vehicles and utility trailers used with recreational vehicles shall be owned by a Chipman Village Owner, tenant or resident. Utility trailers do not need to be registered, but regularly parked extra motor vehicles and recreational vehicles must be registered to an Owner, tenant or resident. Visitors, guests and invitees of residents may temporarily use this parking.

(3) The long term recreational vehicle parking shall be available: first (1st) to Unit Owners who reside within Chipman Village, second (2nd) to residents who rent or lease within the Chipman Village and third (3rd), when space is available, to Owners who live outside Chipman Village.

(4) An Owner or a tenant who wishes to use the Common Area Parking for long term parking of operable recreational vehicles or extra motor vehicles shall contact the Management Committee so they are aware of who is parking a vehicle and where it is to be parked.

(5) The Committee may assign vehicle parking spaces as needed.

(6) Larger parking spaces shall be made available for long term parking of recreational vehicles and utility trailers used with them. Regular size spaces shall be available for parking of resident's extra operable motor vehicles and temporary parking for visitors, guests, invitees of Unit Owners or residents.

(7) Motor homes, house trailers, tent trailers shall not be inhabited while parked in the Common Area Parking except for use as short term sleeping quarters by guests of an Owner or tenant.

4.01. E. Quiet Enjoyment, Nuisances, Unreasonable Annoyance, Noxious Activities.

Examples of nuisances and unreasonable annoyances would be:

- (1) a dog running loose and/or digging in any yards.
- (2) a dog or cat littering in yards without immediate cleanup.
- (3) "any sound which, between the hours of nine-thirty p.m. and seven a.m., unreasonably disturbs or interferes with the peace, comfort or repose of owners or residents, including but not limited to sound which emanates from any of the following sound sources" that can be heard inside other Units or outside: a dog continually barking, a bird squawking loudly, high volume TV, music, stereo or sound systems; machinery or motorized or power tools and equipment; repetitive or continuous starting, testing, or operation of a motor vehicles, including motorcycles, loud arguing, yelling or boisterous conduct.

4.01. F. Animals.

(1) There could be a two small pet exception if two small pets already exist in the home. Upon the death of one of the pets, the one pet limit will be in effect.

(2) Any dog, when outdoors in its own yard or in the neighborhood, shall be contained by a fence and/or maintained on a leash. A responsible individual shall supervise the animal at all times and shall be responsible for the immediate clean up of all pet litter.

(3) No animals or birds may be kept on the property which result in a nuisance, unreasonable annoyance, or are obnoxious to owners or residents, by noise, smell, or otherwise, i.e.: a dog continually barking or a bird screeching annoying sounds that can be heard outside or inside another Unit; a dog running loose and/or digging in any yards; a cat or dog littering in yards without immediate cleanup.

(4) Pet Owners will receive a written warning if they violate any of these policies regarding animals. Pet Owners, who further violate after being warned, may be fined at the rate of \$10 for the first offense with doubling of the fine for each additional offense up to a maximum of \$200. Continual ignoring of warnings and fines without remedy could result in such pet being permanently removed from the Development within ten (10) days after notice. The Management Committee shall issue said notice upon receipt of two (2) valid written complaints from other Unit Owners.

4.01. G. Garbage, Rubbish and Unsightly Debris, etc.

Garbage shall be placed in the proper container provided for collection by American Fork City. Containers shall be placed at the curbside on the appointed pickup day and shall be removed promptly after pickup. To avoid litter from a tipped container blowing around the neighborhood, garbage shall be bagged. To avoid offensive odor containers shall be kept clean.

4.01. I. Parking In Areas Other than the Common Area Parking.

Since the streets in Chipman Village are American Fork City streets, the Association cannot control street parking. The following are "Suggestions Only" to be considerate of neighbors and to keep the complex looking good:

- (1) The parking area in front of a Unit is available for that Unit Owner or his guests.
- (2) The area in front of the curbside mailboxes shall be available during the times of day and on days the mail is delivered. The postal service vehicle needs ample room to pull in close to the boxes.
- (3) Extra parking space is available on both sides of 30 North and parallel to the fencing on the northeast side of 370 North.
- (4) Regular parking of commercial vehicles is discouraged.
- (5) In the winter American Fork City may ticket motor vehicles parked on the streets if they interfere with snow plowing.

4.01. K. Lease or Rental of Units.

(1) Lease and/or Rental properties shall not exceed five of the twenty four Units. Hardship conditions to allow more rental properties may be considered by the Management Committee and approved by a 60% affirmative vote from the Owners.

An Owner who has his Unit rented or leased at the time this document is recorded qualifies as one of the five rentals. The rental status for that Unit is valid only until the Owner sells or otherwise transfers title of his Unit. An owner who is selling shall not represent to a real estate agent or a perspective buyer that his Unit may continue to be a rental property after transfer of title.

(2) It shall be the responsibility of an Owner to inform a potential tenant that as a resident they shall be expected to follow this Declaration and all Rules and Regulations of the Association providing the potential tenant with a written copy of the Declaration and Rules and Regulations.

(3) The Owner and tenant shall execute a written agreement with his tenant which shall include the following provisions:

(a) Tenants shall agree to comply with all of the terms and conditions of the Chipman Village Declaration and Rules and Regulations.

(b) Tenants shall agree not to allow or commit any nuisance, waste, unlawful or illegal act on the premises.

(c) Owner shall acknowledge that the Homeowner's Association shall have the right and the obligation to enforce compliance with the Declaration and Rules and Regulations against an Owner whose tenant or occupant in his Unit is in violation. The Association shall have all rights and remedies available under state or local laws to enforce such compliance.

4.02. B. (2). Maintenance of Individual Units, Outside Maintenance of Unit.

Each owner shall, for his Unit and at his own cost and expense, maintain, repair and/or replace the following:

(1) staying with the original color schemes and styles as near as possible: gray on gray or off white stucco; white doors and trim; gray "river rock" trim; gray tone cement on walkways, driveways and sidewalks; roof "as is" type or "as is" or lighter color; white gutters; light fixtures working and of similar size if replaced; garage doors similar to originals.

(2) white vinyl fencing similar to original and/or stucco wall around/along individual property lines; white individual mail boxes.

(3) sidewalks on each property in the Development. These are the responsibility of the Owner, not American Fork City, except for snow removal which the Association shall contract for.

(4) anything (including, without limitation, any awning, canopy, gutter, storm door, screen door, radio or television antenna or satellite dish) that hangs in disrepair or poses a danger to any Unit, Owner, tenant, or resident.

4.02. C. Structural and Other Exterior Alterations to a Unit.

The Owner shall, before he commences any exterior or structural alterations or additions to his Unit or Lot, including but not limited to: installing a patio cover, awning, shutters, or canopy; enlarging a patio; installing a fence or wall around a patio or lot; installing a storage structure; planting large shrubs or trees:

(1) Inform and receive consent for the alteration or addition from the Management Committee, the Owner of the adjoining Twin Home, and the near neighbors that the changes could affect

(2) Have "Blue Stakes" (Dial 811) come to determine where Utility lines are located.

4.02. E. Owner Care of, Additions to and Removals from Landscaping.

(1) **Owner Responsibility to the Contracted Landscaper and the Committee.**

(a) Owners or tenants will move any object off lawns that would inhibit the landscaper's ability to mow or trim. i.e. hoses, animal litter, toys, tables, chairs.

(b) Owners shall make sure the landscaper knows what the Owner wants and does not want done with his landscaping, i.e., what plants and shrubs to trim or not.

(c) Owners or tenants shall inform the Management Committee and/or the landscaper of any problems with the sprinkling system.

(d) Owners or tenants shall immediately report and point out any new damage done by the contracted landscaper (to fences, walls, exterior of a Unit or mailboxes), to the Management Committee and/or the contracted landscaper. The Association shall hold the landscaper responsible for repairs.

(2) Owner Additions to and Removals from Landscaping.

(a) Before digging deeply to plant or remove deeply rooted plantings, Owners shall be responsible to have "Blue Stakes" (Dial 811) come to evaluate where the Utility lines are located.

(b) Owners shall consult with the Associations contracted landscaper regarding any changes that may be needed to the sprinkling system as a result of the additional landscaping. Owners shall have changes made only by the Associations contracted landscaper, and shall contract with and pay him separately to have him make any needed changes.

(c) Owners may add flowers to existing planted areas and may establish new areas for planting with the knowledge of the Management Committee, but shall maintain those areas himself or contract with and pay the landscaper separately to do so.

(d) Owners may plant or have trees planted on their property with the knowledge of the Management Committee, after consultation with the Associations contracted landscaper to evaluate the sprinkling system, and with the approval of neighbors that the trees may affect, i.e., view, root structure.

(e) Owners shall be responsible for the maintenance, addition and removal of trees on their property.

4.03. A. General Landscaping Maintenance.

(1) The Association shall contract for services to include: spring and fall cleanup; exterior pest control; all aspects of lawn care, including weed control, fertilization, weekly mowing and trimming; trimming of shrubs in the formal borders in front and side yards; and maintenance and repair of the sprinkler system.

(2) All parts of the sprinkling system are the property of the Association and shall not be changed, repaired or replaced by anyone except the contracted landscaper without the knowledge and approval of the Committee.

(3) Sprinkler clocks are housed on exterior walls of some units, but each clock controls more than one yard and shall not be adjusted by anyone but the contracted landscaper.

(4) Owners shall report any problems with watering or the landscaping to a member of the Committee and/or the contracted landscaper.

(5) The Association and individual Owners shall, as much as possible, follow state or municipal guidelines for water conservation.

4.03. B. Snow Removal.

Snow removal shall be done after two inches of snow or more has accumulated. Removal may be done before two inches has accumulated if, at the discretion of the Committee, there is a special need. Owners may request through the Committee that "ice melt" be used or not be used.

7.03. B. Change in Annual Assessment.

Owners shall be notified within 2 months before an increase in the annual Assessment is made.

7.04. A. The Method of Paying Annual Assessments.

(1) Annual Assessments shall be paid in quarterly installments.

(2) Payments shall be due January 1, April 1, July 1 and October 1. Payments may be made ahead. No separate notices of such installments shall be required.

(3) Contact a Committee Member for details about making payments.

7.06. Effect of Non-Payment of Assessments - Remedies of the Association.

(1) If an assessment is not paid within 15 days after the due date, a \$20 late fee will be charged.

(2) In addition, after a payment is 30 days late, the quarterly assessment shall bear monthly interest which shall accrue on the entire sum from the date of delinquency until paid in full at the rate of eighteen per cent (18%) per annum.

(3) The Association may bring an action of law against any property that is 6 months delinquent. Costs, interest, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

8.02. Water Distribution System for Landscaping.

FYI: The irrigation water is not for culinary use. Owners and residents need to be aware and inform their visitors, guests and invitees that if ingested, the water could cause illness, especially in children and pets.

8.03. A. & D. Damage to Fencing or Stucco Wall.

1) Any repairs of damage must be taken care of within 30 days unless a longer period of time is approved by the Management Committee. Materials for repairs must be of comparable style and quality, or better than, the original fencing or wall.

2) Damage to the fences or the wall caused by the Landscaper must be reported ASAP. The Association shall hold him responsible for the repairs.

9.02. B. The Association May Cause a Violation or Condition To Be Remedied.

An owner in violation of any provision, rule or regulation will be given twenty days after receiving written notice, to remedy the violation after which time the Association may cause the violation to be remedied.

9.02. D. Fines May Be Assessed.

Any fines approved by the Association shall be described in detail in these Rules and Regulations. An Owner shall be notified in writing by the Management Committee of any violation by him or his tenant or a resident in his Unit. Owner shall be informed that a Fine of a specific amount will be assessed if the violation is not remedied within a specific amount of time.

10.02. B. Amendment.

A written vote of approval or rejection shall be collected by a Committee member from each Owner at a meeting or be delivered to a Committee member in person or by postal mail.

Miscellaneous Rules and Regulations.

1) Safety Issues.

Owners of a Unit and their respective tenants, residents, visitor, guests and invitee, shall be responsible for their own personal safety and security of their property within the development. The Association or Committee shall not be obligated to maintain or support activities designed to enhance the level of safety or security which each person provides for him or his property, or be held liable for any loss or damage.

Owners and tenants shall be responsible to supervise visiting grandchildren so they are not playing in the streets. Drivers shall be alert to visiting grandchildren possibly crossing streets or playing in the yards of owners.

2) Consent or Approval is Revocable.

Any consent or approval given as permitted by the Declaration and Rules and Regulations given by the Management Committee or the Association shall be revocable for reasonable cause at any time on a prospective basis and prior to any action taken by a person in reliance thereon.

36958-93
36953-93

RAYMOND E. DOWELL
40664-79
1709/340

CLOTHER
1122-1-1
(23)

EXHIBIT A

JANICE HALL LAY
Kleen P. Hall, JT.
31965-88 2551/452

S. L. RAILROAD

MAL...
37117-1
WILLIAM M.
11)

ENT 16528 BK 4534 PG 422

CHIPMAN VILLAGE

1 PLAT "C"
59 N 330 East
36:721:0001
2
57 N 330 East
62037-97
36-721-PCL
7183 ARM 84

36:618:0026
69 N 370 East
36:618:0025
67 N 370 East
36:618:0024
24
53 N 370 East
36:618:0023
23
51 N 370 East

CHIPMAN VILLAGE

36:559:0007
45 N 330 East
36:559:0006
43 N 330 East
36:559:0005
31 N 330 East
36:559:0004
29 N 330 East
36:559:0003
27 N 330 East
36:559:0002
25 N 330 East

330 EAST STREET

30 NORTH

36:618:0014
14
24 N 330 East
36:618:0013
13
22 N 330 East
36:618:0015
15
364 E 30 North
36:618:0016
16
366 E 30 North

36:618:0020
20
348 N 370 East
36:618:0019
19
346 N 370 East
36:618:0018
18
34 N 370 East
36:618:0017
17
32 N 370 East

36:559:0001
CHIPMAN
VILLAGE "A"

36:618:0010
CHIPMAN
VILLAGE "B"
10
343 E Main St.
part 36:721:0003
CHIPMAN
VILLAGE "C"
359 E Main
3

LESLIE RAY
ROBINSON
ETUX JT
54782-95
3749/41

LESLIE RAY
ROBINSON ETUX JT.
9780-84 2/26/283

NOT PART OF THE ASSOCIATION

96955-94
36-859-PCL
5848 ARM 70
317 E Main

MAIN STREET (20)



REAL PROPERTIES BOOK 36 AND PAGE 559 – CHIPMAN VILLAGE PUD PLAT A

Parcel	Owner	Legal Description	Property Address	
0001	HUNTER PROPERTY MANAGEMENT LLC	LOT 1, PLAT A, CHIPMAN VILLAGE PUD.. ARE	217 E MAIN AMERICAN FORK UT 84	36:559:0001;2010
0002	NELSEN, DANIEL SMOOT TEE	LOT 2, PLAT A, CHIPMAN VILLAGE PUD.. ARE	25 N 330 EAST AMERICAN FORK UT	36:559:0002;2010
0003	TENNEY, C VORRIS & MARIA TEE	LOT 3, PLAT A, CHIPMAN VILLAGE PUD.. ARE	27 N 330 EAST AMERICAN FORK UT	36:559:0003;2010
0004	HATCH, MARK J & SHERRI L JT	LOT 4, PLAT A, CHIPMAN VILLAGE PUD.. ARE	29 N 330 EAST AMERICAN FORK UT	36:559:0004;2010
0005	CHRISTENSEN, CAROL D TEE	LOT 5, PLAT A, CHIPMAN VILLAGE PUD.. ARE	31 N 330 EAST AMERICAN FORK UT	36:559:0005;2010
0006	WOOD, JAY B & JO ANNE JT	LOT 6, PLAT A, CHIPMAN VILLAGE PUD.. ARE	43 N 330 EAST AMERICAN FORK UT	36:559:0006;2010
0007	WAGSTAFF, BETTY G & WILLIAM T	LOT 7, PLAT A, CHIPMAN VILLAGE PUD.. ARE	45 N 330 EAST AMERICAN FORK UT	36:559:0007;2010
0500	G A R MEDICAL AND MANAGEMENT I	STREET CHIPMAN VILLAGE PUD PLAT A		

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Utah County Government

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REAL PROPERTIES BOOK 36 AND PAGE 618 -- CHIPMAN VILLAGE PLAT B

Parcel	Owner	Legal Description	Property Address	
0008	PULLEY, DIANE	LOT 8, PLAT B, CHIPMAN, VILLAGE SUB. AREA	331 E 30 NORTH AMERICAN FORK U	36:618:0008;2010
0009	MAYBERRY, CHERRY LYNN TEE	LOT 9, PLAT B, CHIPMAN VILLAGE SUB. AREA	333 E 30 NORTH AMERICAN FORK U	36:618:0009;2010
0010	HUNTER PROPERTY MANAGEMENT LLC	LOT 10, PLAT B, CHIPMAN VILLAGE SUB. AREA	343 E MAIN ST AMERICAN FORK UT	36:618:0010;2010
0013	WENDEL, FLORENCE H TEE	LOT 13, PLAT B, CHIPMAN VILLAGE SUB. ARE	22 N 330 EAST AMERICAN FORK UT	36:618:0013;2010
0014	SYKES, MARILYN	LOT 14, PLAT B, CHIPMAN VILLAGE SUB. ARE	24 N 330 EAST AMERICAN FORK UT	36:618:0014;2010
0015	BOWEN LEAVITT REAL ESTATE INC	LOT 15, PLAT B, CHIPMAN VILLAGE SUB. ARE	364 E 30 NORTH AMERICAN FORK U	36:618:0015;2010
0016	JAQUITH, CAROLYN	LOT 16, PLAT B, CHIPMAN VILLAGE SUB. ARE	366 E 30 NORTH AMERICAN FORK U	36:618:0016;2010
0017	DIAMOND, SARAH COLLEN TEE	LOT 17, PLAT B, CHIPMAN VILLAGE SUB. ARE	32 N 370 EAST AMERICAN FORK UT	36:618:0017;2010
0018	DAVIS, ELLEN T TEE	LOT 18, PLAT B, CHIPMAN VILLAGE SUB. ARE	34 N 370 EAST AMERICAN FORK UT	36:618:0018;2010
0019	BAIN, DAWN	LOT 19, PLAT B, CHIPMAN VILLAGE SUB. ARE	46 N 370 EAST AMERICAN FORK UT	36:618:0019;2010
0020	JONES, GAY	LOT 20, PLAT B, CHIPMAN VILLAGE SUB. ARE	48 N 370 EAST AMERICAN FORK UT	36:618:0020;2010
0021	ELIASON, EARLLENE J TEE	LOT 21, PLAT B, CHIPMAN VILLAGE SUB. ARE	47 N 370 EAST AMERICAN FORK UT	36:618:0021;2010
0022	ADAMS, BETTE	LOT 22, PLAT B, CHIPMAN VILLAGE SUB. ARE	49 N 370 EAST AMERICAN FORK UT.	36:618:0022;2010
0023	WHITE, LINDA A	LOT 23, PLAT B, CHIPMAN VILLAGE SUB. ARE	51 N 370 EAST AMERICAN FORK UT	36:618:0023;2010
0024	COOMBS, D'MONTE & JOAN W TEE	LOT 24, PLAT B, CHIPMAN VILLAGE SUB. ARE	53 N 370 EAST AMERICAN FORK UT	36:618:0024;2010
0025	HUNT, WILLIAM & SHIRLEY TEE	LOT 25, PLAT B, CHIPMAN VILLAGE SUB. ARE	67 N 370 EAST AMERICAN FORK UT	36:618:0025;2010
0026	HARDY, LYDIA V TEE	LOT 26, PLAT B, CHIPMAN VILLAGE SUB. ARE	69 N 370 EAST AMERICAN FORK UT	36:618:0026;2010
0500	G.A.R. MEDICAL AND MANAGEMENT	CHIPMAN VILLAGE PLAT B		

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REAL PROPERTIES BOOK 36 AND PAGE 721 – CHIPMAN VILLAGE PUD PLAT C

Parcel	Owner	Legal Description	Property Address	
0001	FRIER, GENE M	LOT 1, PLAT C, CHIPMAN VILLAGE PUD SUB.	59 N 330 EAST AMERICAN FORK UT	36:721:0001;2010
0002	WATKINS, JACK R & EUNICE TEE	LOT 2, PLAT C, CHIPMAN VILLAGE PUD SUB.	57 N 330 EAST AMERICAN FORK UT	36:721:0002;2010
0003	HUNTER PROPERTY MANAGEMENT LLC	LOT 3, PLAT C, CHIPMAN VILLAGE PUD SUB.	350 E MAIN ST AMERICAN FORK UT	36:721:0003;2010
0004	CHIPMAN HOMEOWNERS ASSOCIATION	COMMON AREA - LOT 4, PLAT C, CHIPMAN VIL		36:721:0004;2010

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EXHIBIT A

SURVEYOR'S CERTIFICATE

I, ARTHUR F. JUESCHKE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 152812 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING at a point on the North line of East Main Street, American Fork, Utah, which beginning point is East along the North line of said Main Street 74.25 ft. from the Southwest corner of Block 15, Plat "A", American Fork City Survey of Building Lots; thence as follows:

COURSE	DISTANCE	REMARKS
North	130.00 ft.	thence
East	255.75 ft.	thence
South	130.00 ft.	thence
West	255.75 ft.	to the point of beginning.

Area: 94308 sq. ft., or 1.9275 acre

BASE OF BEARING = American Fork City Survey of Building Lot bearings, as shown hereon, with Utah State Plane Coordinate Bearings and Coordinates shown in parentheses.
 DATE: September 29, 1994 SURVEYOR: Arthur F. Jueschke
 (See Seal Below)

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 29th DAY OF September, A.D. 19 94
Daniel L. Richards DANIEL L. RICHARDS
G.A.R. Medical Management, Inc. G.A.R. Medical Management, Inc.

ACKNOWLEDGEMENT

STATE OF UTAH }
 COUNTY OF UTAH } S.S.
 ON THE 29th DAY OF September, A.D. 19 94, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DID ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.
 MY COMMISSION EXPIRES 3-9-97
Am. Fork, UT
 NOTARY ADDRESS: _____
Shirley D. Thomas SHIRLEY D. THOMAS
 A NOTARY PUBLIC COMMISSIONED IN UTAH
 PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF American Fork COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 29th DAY OF September, A.D. 19 94.

Paul M. Quinn ATTEST: Paul M. Quinn
 ENGINEER (See Seal Below) CLERK-RECORDER (See Seal Below)

BOARD OF HEALTH

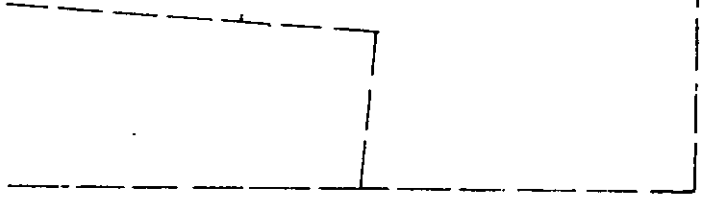
APPROVED SUBJECT TO THE FOLLOWING CONDITIONS: _____
 CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

APPROVED THIS 16th DAY OF November, A.D. 19 94 BY THE American Fork City PLANNING COMMISSION
Paul M. Quinn DIRECTOR-SECRETARY Paul M. Quinn CHAIRMAN, PLANNING COMMISSION

PLAT "A" ENT. 94953 BY 15848
 1994 DEC 28 10:31 AM FEE \$10.00
 RECORDED FOR AMERICAN FORK CITY

CHIPMAN VILLAGE
 A
 PLANNED - UNIT
 DEVELOPMENT



ENT 91241:2009 PG 36 of 39

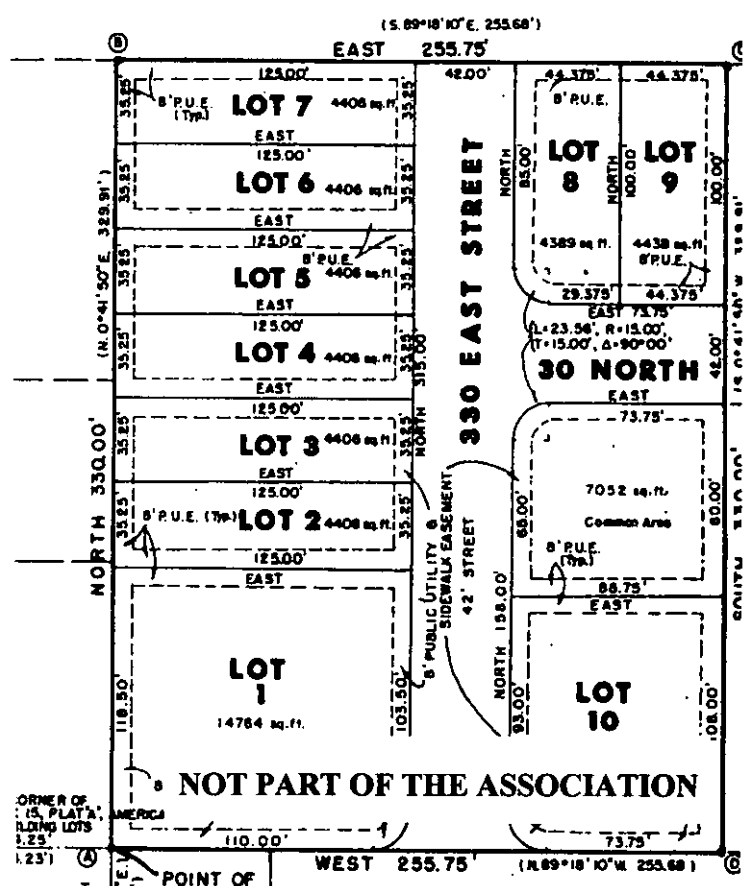


TABLE OF STATE PLANE COORDINATES OF

Corner or Monument	"X" coordi or "Easti
City Monument at 300 East Main Street	1919238.5
City Monument at 400 East Main Street	1919980.9
Boundary Point "A"	1919354.6
Boundary Point "B"	1919358.6
Boundary Point "C"	1919614.3
Boundary Point "D"	1919610.2

5848-70

EXHIBIT B

SURVEYOR'S CERTIFICATE

I, **ARTHUR F. JUESCHKE**, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 155812, AS PROVIDED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Commencing at a point on the North line of East Main Street, American Fork, Utah, which point is East along the North line of said Main Street 412.50 ft. from the southwest corner of Block 13, Plat "A", American Fork City Survey of Building Lots:

COURSE	DISTANCE	REMARKS
thence West along said Street line	156.25 ft.	
thence South	23.562 ft.	along the arc of a 15.00 ft. radius curve to the right, the chord of which curve bears N. 55°09'12"E. 31.213 ft.
thence North along the East line of 330 East Street	158.00 ft.	
thence North	21.562 ft.	along the arc of a 15.00 ft. radius curve to the right, the chord of which curve bears N. 55°09'12"E. 21.213 ft.
thence East along the South line of 30 North Street	73.75 ft.	
thence North	41.00 ft.	
thence West along the North line of said 30 North Street	73.75 ft.	
thence North	21.562 ft.	along the arc of a 15.00 ft. radius curve to the right, the chord of which curve bears N. 55°09'12"E. 21.213 ft.
thence North along the East line of said 330 East Street	90.00 ft.	
thence East	52.75 ft.	
thence North	128.121 ft.	
thence East	52.75 ft.	
thence South	83.42 ft.	more or less to the southerly right-of-way line, as fenced of the S.P.L. & S.L. Railroad, thence following along said railroad right-of-way line, as fenced, on a curve of unknown radius, with the following three (3) chord segments: S. 65°09'12"E. 55.966 ft.; thence S. 63°12'16"E. 75.50 ft.; thence S. 55°11'E. 88.226 ft. thence leaving said railroad right-of-way fence line and continuing South 132.918 ft.; thence East 49.00 ft.; thence South 210.00 ft.; thence West 44.00 ft.; thence S. 36°18'16"W. 21.633 ft.; thence West 111.50 ft.; thence South 188.00 ft. to the point of beginning.

The above parcel of land contains 2.1411 acres, more or less.

NAME OF BEARING - East along the North line of East Main Street (With State Coordinate Bearing equivalents shown on plat in parentheses.)

June 9, 1995 DATE *Arthur F. Jueschke* SURVEYOR (See Seal Below)

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 29th DAY OF September, A.D. 19 95
 ONE MEDICAL MANAGEMENT INC. S.D.C. CORP.
Carl & Marybeth Hefner *Art Cap*
 DANIEL L. SCHWERS VP. TRAVEL L. RICHMOND PRES.

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
 COUNTY OF UTAH }
 ON THE 26th DAY OF November, A.D. 19 95, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.
 MY COMMISSION EXPIRES *12/1/98*
Arthur F. Jueschke
 A NOTARY PUBLIC COMMISSIONED IN UTAH
 PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 25th DAY OF July, A.D. 19 95.

James Green *Paul H. Horn*
Ruby Starn
 APPROVED *Arthur F. Jueschke* ATTEST *Kurt M. Oll*
 (See Seal Below) (See Seal Below)
 CHIEF CLERK-RECORDER

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:
 CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

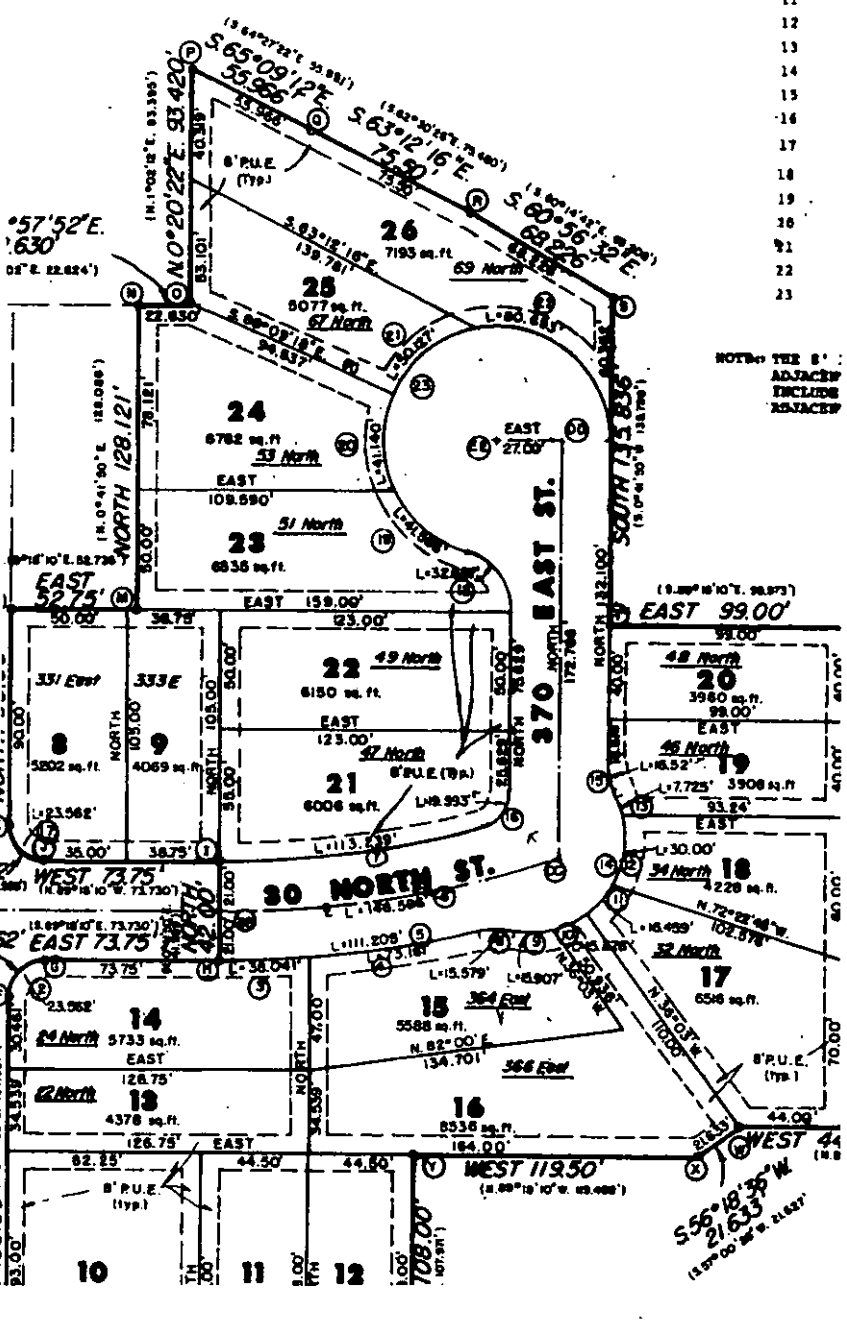
APPROVED THIS 19th DAY OF July, A.D. 19 95, BY THE AMERICAN FORK CITY PLANNING COMMISSION
Kurt M. Oll *Arthur F. Jueschke*
 DIRECTOR-SECRETARY CHAIRMAN, PLANNING COMMISSION

PLAT "B"

BY 77087 AP 64380
 RANDALL A. CRIVINGTON
 UTAH COUNTY REGISTER
 SIGNED AND SEALED THIS 19th DAY OF JULY 1995

CHIPMAN VILLAGE
 SUBDIVISION

PROPERTY



NOT PART OF THE ASSOCIATION BEGINNING
 WEST 156.25' (N. 89°18'10"W. 156.250')
 EAST 742.68' (S. 89°18'10"E. 742.48')

EAST MAIN STREET

6350-76

EXHIBIT C

SURVEYOR'S CERTIFICATE

I, ARTHUR F. JUESCHKE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 145812 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

PARCEL NO. 1
BEGINNING AT THE SOUTHEAST CORNER OF LOT 10, PLAT "A", CHIPMAN VILLAGE SUBDIVISION, AMERICAN FORK, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH BEGINNING POINT IS EAST 323.50 FT. ALONG THE NORTH LINE OF MAIN STREET, AMERICAN FORK, UTAH, FROM THE SOUTHWEST CORNER OF BLOCK 13, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS; THENCE NORTH 108.00 FT; THENCE EAST 88.00 FT; THENCE SOUTH 108.00 FT; THENCE WEST 88.00 FT. TO THE POINT OF BEGINNING. AREA: 8612 SQ. FT., OR 0.22088 ACRE.

PARCEL NO. 2
BEGINNING AT THE NORTHWEST CORNER OF LOT 8, PLAT "B", CHIPMAN VILLAGE SUBDIVISION, AMERICAN FORK, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH BEGINNING POINT IS EAST 241.25 FT. ALONG THE NORTH LINE OF MAIN STREET, AMERICAN FORK, UTAH, AND NORTH 328.00 FT. FROM THE SOUTHWEST CORNER OF BLOCK 13, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS; THENCE SOUTH 5.00 FT; THENCE WEST 133.15 FT; THENCE NORTH 2° 57' 53" EAST 133.402 FT; THENCE SOUTH 88° 57' 52" EAST 179.155 FT; THENCE SOUTH 128.12 FT; THENCE WEST 82.73 FT. TO THE POINT OF BEGINNING. AREA: 24046 SQ. FT., OR 0.552 ACRE.

TOTAL AREA OF PARCELS 1 AND 2: 33857 SQ. FT., OR 0.77286 ACRE.

BASE OF BEARING— EAST ALONG THE NORTH LINE OF EAST MAIN STREET (WITH STATE COORDINATE BEARING EQUIVALENTS SHOWN ON PLAT IN PARENTHESES).

March 3, 1997
DATE

Arthur F. Jueschke
SURVEYOR

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS AND

John P. ... AD 1997
John P. ...
GAR. DESIGN + MANAGEMENT INC
DANVILLE, KENTUCKY

John P. ...
PRINTED FULL NAME OF NOTARY

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }

ON THE 7th DAY OF July, A.D. 1997, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DECLARATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 3-9-2001
John P. ...
NOTARY ADDRESS

John P. ...
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 13th DAY OF May, 1997, A.D.

John P. ...
John P. ...
John P. ...
APPROVED ENGINEER
(See Seal Below)

John P. ...
John P. ...
ATTEST CLERK-RECORDER
(See Seal Below)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

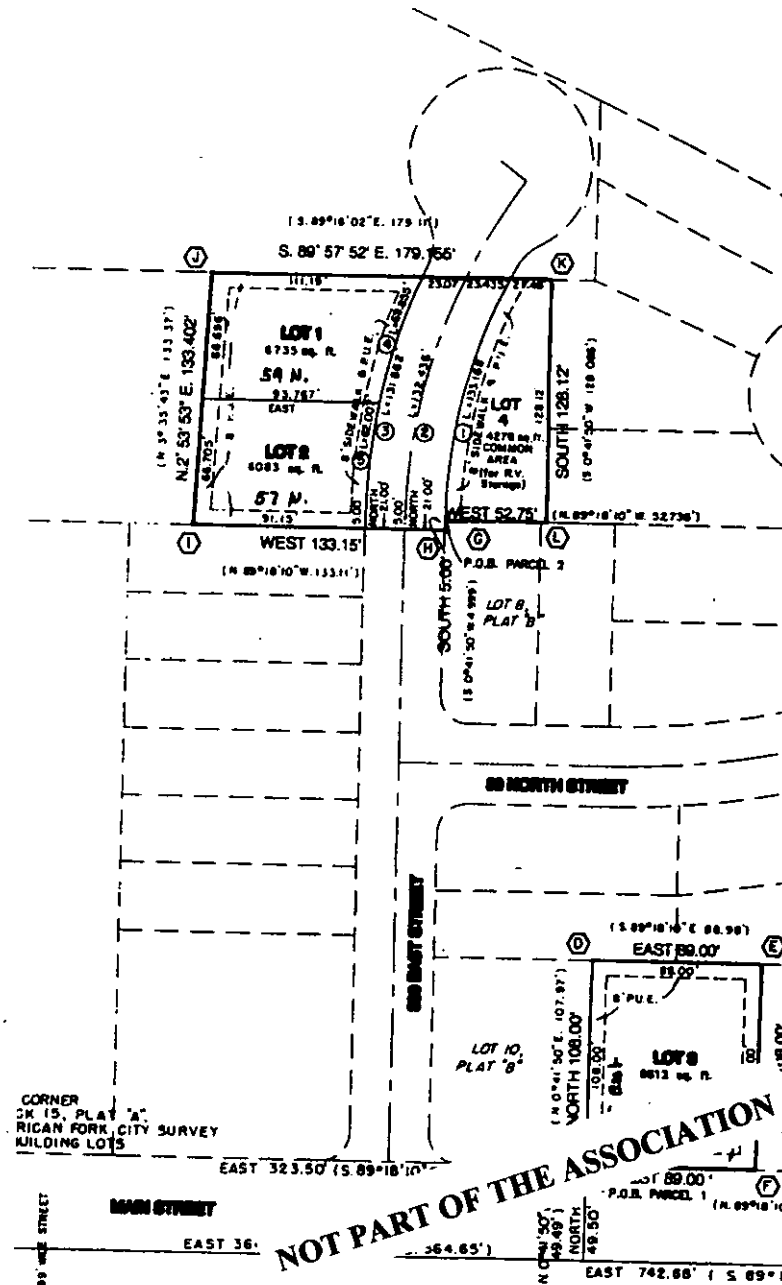
APPROVED THIS 7th DAY OF May, A.D. 1997, BY THE PLANNING COMMISSION
John P. ... DIRECTOR-SECRETARY
John P. ... CHAIRMAN, PLANNING COMMISSION

PLAT "C"

BY 62037 AND 1192
RANACE A. COULSON
UTAH COUNTY RECORDER
101 S. 1000 E. SUITE 200
AMERICAN FORK, UTAH

CHIPMAN VILLAGE A PLANNED-UNIT DEVELOPMENT

(WHICH INCLUDES AN AMENDMENT OF LOTS 11 AND 12, PLAT "B", CHIPMAN VILLAGE SUBDIVISION)





PROPERTY INFORMATION

Serial Number: 36:559:0001 Tax Year: 2009 Tax District: 060
Owner Names: HUNTER PROPERTY MANAGEMENT LLC Acreage: 0.34
Property Type: CO - COMMERCIAL OFFICE

Property Address: 317 E MAIN AMERICAN FORK UT 84003
Mailing Address: 359 E MAIN ST AMERICAN FORK, UT 84003



Total Photos: 2

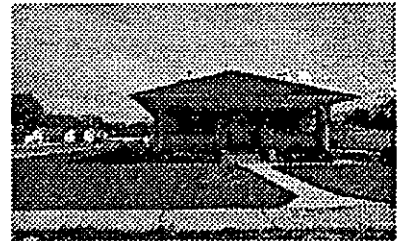
Legal Description: LOT 1, PLAT A, CHIPMAN VILLAGE PUD.. AREA 0.339 AC.



PROPERTY INFORMATION

Serial Number: 36:618:0010 Tax Year: 2009 Tax District: 060
Owner Names: HUNTER PROPERTY MANAGEMENT LLC Acreage: 0.2
Property Type: RS - RESIDENTIAL SINGLE FAMILY

Property Address: 343 E MAIN ST AMERICAN FORK UT 84003-2563
Mailing Address: 359 E MAIN ST #1 AMERICAN FORK, UT 84003



Total Photos: 2

Legal Description: LOT 10, PLAT B, CHIPMAN VILLAGE SUB. AREA 0.2 AC.



PROPERTY INFORMATION

Serial Number: 36:721:0003 Tax Year: 2009 Tax District: 060
Owner Names: HUNTER PROPERTY MANAGEMENT LLC Acreage: 0.22
Property Type: CU - COMM UNKNOWN-MISC

Property Address: 355 E 30 NORTH AMERICAN FORK UT 84003
Mailing Address: 359 E MAIN ST #1 AMERICAN FORK, UT 84003



Total Photos: 2

Legal Description: LOT 3, PLAT C, CHIPMAN VILLAGE PUD SUB. AREA 0.221 AC.