



**FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
THE SWEETWATER PARK AT BEAR LAKE**

THIS FIRST AMENDED AND RESTATED MASTER DECLARATION (the “Declaration”), made on the date hereinafter set forth, of the certain covenants, conditions, and restrictions pertaining to that certain real estate development known as The Sweetwater Park at Bear Lake (hereinafter the “Development”), by the undersigned Sweetwater Park Homeowners Association, Inc.(hereinafter the “Declarant”) for itself, its successors, grantees and assigns, pursuant to the Utah Community Association Act (“Act”).

WITNESSETH

WHEREAS, the original Declarations of Covenants, Conditions, and Restrictions (hereinafter referred to as the “Original Declaration”) for the Development were made, executed, and recorded in the Rich County Recorder’s Office, State of Utah, for each of the eleven subdivisions of the Development as set forth on the first page of the Original Declarations.

WHEREAS, the Declarant and the Owners own the real property subject to this Declaration (the “Property”) which is more particularly described on Exhibit A that is attached to this Declaration and incorporated herein.

WHEREAS, the Development consists of, or will consist of, the Property described above, together with common area and related improvements which have been or are being constructed thereon as a residential subdivision in one or more phases and/or tracts; and,

WHEREAS, the Successor Declarant desires to amend and restate the Original Declarations pursuant to Article III of the Original Declarations by the vote of a majority of the Owners; and

WHEREAS, the votes of at least a majority of the Owners of all Lots was obtained as indicated by the Certificate of Amendment set forth in Exhibit B attached hereto and incorporated herein;

NOW THEREFORE, the following is hereby declared, agreed, covenanted and established:

ARTICLE I

DEFINITIONS

When used in this Declaration, the following terms shall have the meaning indicated. To the extent applicable to the tenor thereof and not expressly inconsistent herewith, definitions contained in the applicable Laws of the State of Utah are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

1.01 “Allowable Structure” shall mean one single family dwelling, one separate garage for the single family dwelling, and one storage shed or boathouse, which meet the requirements and limitations set forth in Article VII. below. No other structure of any kind may be constructed on any Lot.

1.02 “Assessment” shall mean any dues, fees, assessments, charges, penalties, interest, fees, attorney fees, and costs assessed by the Association through the Board or otherwise and which are chargeable and applicable to any Lot.

1.03 “Association” shall mean and refer to Sweetwater Park Homeowner’s Association, Inc. a Utah non-profit corporation, as set forth in Article IV below. The Association shall include all eleven (11) subdivisions recorded as Sweetwater Lakeview Plats 1 through 3 and Sweetwater Park Subdivisions 4 through 10A (including the amendment to subdivision 8) in the Rich County Recorder’s office, State of Utah.

1.04 “Board of Directors or Board” shall mean the governing body of the Association as provided in Governing Documents.

1.05 “Bylaws” shall mean the Bylaws for the Association as recorded and as now or hereafter amended.

1.06 “Common Area” or “Common Areas and Facilities” shall mean and refer to:

(a) The portions of the above-described Property, subject to this Declaration and which is not designated as a “Lot” as herein defined;

(b) Those Common Areas and Facilities specifically set forth and designated as such in the Final Plat and subsequent plats or Survey Maps in succeeding phases, including but not limited to roads and open spaces;

(c) All installations for and equipment connected with the furnishing of utility services such as electricity, gas, water, and sewer, except such equipment servicing strictly a single Approved Structure and not specifically designated as Common Area or Facility by the Board of Directors;

(d) All other parts of the Property normally in common use or necessary or convenient for its use, existence, maintenance, safety, or management; and

(e) All “Common Areas and Facilities” or “Common Areas” so defined by Law, whether or not expressly listed herein.

1.07 “Declarant” shall mean the Sweetwater Park Homeowner’s Association, Inc., a Utah non-profit corporation, and any successors and assigns.

1.08 “Declaration” shall mean this First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Sweetwater Park at Bear Lake.

1.09 “Development” shall mean and refer to The Sweetwater Park at Bear Lake situated in Rich County Utah and composing of Sweetwater Park Subdivisions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 10A as set forth on the official plats thereof, and all amendments to the same, recorded in the office of the Rich County Recorder.

1.10 “Final Plat” “Plat” or “Survey Map” shall mean and refer to the final subdivision plat for each of the eleven subdivisions of the Development recorded with the Rich County Recorder’s Office, State of Utah.

1.11 “Governing Documents” shall mean the Association’s Articles of Incorporation, the Association’s Bylaws, this Declaration, and any rules and regulations established by the Association or the Board, all of the foregoing as now existing or hereafter amended.

1.12 “HOA Lien” shall mean the charge or lien set forth in Article 5.02(c) of this Declaration.

1.13 “Law” or “Laws” shall mean and refer to the applicable laws of the State of Utah, applicable Ordinances of Rich County Utah, and any other applicable laws, regulations, rules, or ordinances, as the same may be amended from time to time.

1.14 “Lot” or “Lots” shall mean and refer to the subdivision lots contained in the Development and as set forth on the Final Plat which are designated for residential use or residential lots on the Final Plat.

1.15 “Member” shall mean an Owner who has voting rights in the Association as set forth in the Governing Documents and in accordance with the Utah Revised Nonprofit Corporation Act.

1.16 “Membership” shall mean an Owner’s status and rights as a voting Member of the Association.

1.17 “Original Declarations” shall mean the following declarations for the eleven subdivisions of the Development recorded in the Rich County Recorder’s Office: Declaration of Restrict Covenants, Sweetwater Park Lakeview Plat No. 1, recorded October 15, 1971, Filing No. F12, 270, Book G2, Page 116A; Declaration of Restrict Covenants, Sweetwater Park Lakeview Plat No. 2, recorded October 15, 1971, Filing No. F12, 272, Book G2, Page 130; Declaration of Restrict

Covenants, Sweetwater Park Lakeview Plat No. 3, recorded October 15, 1971, Filing No. F12, 274, Book G2, Page 145; Declaration of Restrict Covenants, Sweetwater Park Subdivision No. 4, recorded November 8, 1971, Filing No. F12, 399, Book G2, Page 333; Declaration of Restrict Covenants, Sweetwater Park Subdivision No. 5, recorded August 26, 1972, Filing No. F12, 796, Book H2, Page 206; Declaration of Restrict Covenants, Sweetwater Park Subdivision No. 6, recorded October 5, 1972, Filing No. F12, 915, Book H2, Page 447; Declaration of Restrict Covenants, Sweetwater Park Subdivision No. 7, recorded December 19, 1972, Filing No. F13, 348, Book H2, Page 685; Declaration of Restrict Covenants, Sweetwater Park Subdivision No. 8, recorded December 19, 1972, Filing No. F13, 350, Book H2, Page 700, as amended by the First Amendment recorded February 16, 1973, Filing No. F13, 482, Book I2, Page 164; Declaration of Restrict Covenants, Sweetwater Park Subdivision No. 9, recorded December 20, 1973, Filing No. F14, 015, Book J2, Page 502; Declaration of Restrict Covenants, Sweetwater Park Subdivision No. 10, recorded March 20, 1974, Filing No. F14, 2 __, Book K2, Page 276; Declaration of Restrict Covenants, Sweetwater Park Lakeview Plat No. 10A, recorded August 1, 1975, Filing No. F15, 670, Book O2, Page 5.

1.18 “Owner” shall mean the entity, person or group of persons who has an Ownership Interest. Regardless of the number of parties participating in ownership of each Lot, each Lot shall be deemed to have one “Owner.”

1.19 “Ownership Interest” shall mean having a fee simple interest to any Lot and an undivided interest in the fee simple estate of the Common Areas and Facilities as provided in this Declaration, as shown in the records of the County Recorder of Rich County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term Ownership Interest shall not mean or include the interest of a Mortgagee unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.20 “Pet” shall mean a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial or business purposes. Farm animals such as horses, cattle, pigs, chickens, and the like are not Pets.

1.21 “Short-term Rental” shall mean the renting or holding out for rent of a Lot, or any improvement thereon, or any part thereof, in any way for a rental period of less than one month.

ARTICLE II

SUBMISSION

2.01. Submission. Declarant hereby acknowledges the submission of the Development and the Property, and the buildings, structures, and other improvements constructed or to be constructed thereon, together with all appurtenances thereto, as described above and on the Final Plat, all to be known as Sweetwater Park Subdivision No. _____, to the provisions of this Declaration and the Act.

2.02. Covenants to Run with Land. All of the Property shall be held, sold, conveyed, and occupied subject to the following easements, covenants, conditions, restrictions, assessments, charges and liens, and to the Plat recorded previously and to Plats subsequently recorded for the Development. This is for the purpose of protecting the value and desirability of the Property. This Declaration and the Plat shall be construed as real covenants and equitable servitudes and shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2.03 Conveyance to Trustee. The Declarant hereby appoints Rich Land Title Company, a Utah Corporation located in Logan, Utah, as trustee pursuant to the Utah Community Association Act, Utah Code Ann. § 57-8a-212(1)(j), and hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8a-302 to Rich Land Title Company, with power of sale, the Property and all Lots and all improvements to the Property for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE III

COMMON AREA

3.01 Common Areas and Facilities. Except as otherwise provided for herein, Common Areas and Facilities of the Development, as shown on the Plat, are hereby set aside for the use and benefit of the respective Owners in accordance with and for all purposes provided by the Law and this Declaration. Subject to the limits contained in this Declaration, any Owner shall have the non-exclusive right to use the Common Areas and Facilities. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature.

3.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Areas and Facilities in accordance with the provisions below and subject to the Governing Documents, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Areas and Facilities by all other Owners. The Association may permit persons who are not owners to use and enjoy any part or all of the Common Areas and Facilities subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Article 4.05.

3.03 Rights of the Association. The rights and privileges conferred in Article 3.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) Promulgate rules and regulations relating to the assignment, use, operation and maintenance of the Common Areas and Facilities and Lots;

(b) Charge reasonable fees in connection with the admission to and use of facilities or services;

(c) Suspend, pursuant to Article 4.05, the voting rights of any Member and the right of enjoyment granted or permitted by Article 3.02;

(d) Grant easements or rights of way over Common Areas and Facilities to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company;

(e) Enforce all applicable provisions of valid agreements of the Association relating to the Common Areas and Facilities or any part thereof;

(f) Borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Areas and Facilities.

(g) Dedicate or transfer all or any part of the Common Areas and Facilities or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest held by any such municipality or authority shall cease to be subject to this Declaration or all or any part of these Restrictions.

(h) To sell, lease or otherwise dispose of all or any part of its properties and interests therein; provided, however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Areas and Facilities or interest therein without the approval of two-thirds (2/3) of the Members.

3.04 Reserved.

3.05 Additional Common Areas. Upon the payment of annual dues or charges, if any, as may be required by the governing bodies thereof, the Owners shall have access to and the right to the use and enjoyment of the marina and other resort and recreational facilities previously owned by the Original Declarant and now known as the Ideal Beach Resort.

ARTICLE IV

THE HOMEOWNERS' ASSOCIATION

4.01 Purposes, Powers and Duties of the Association.

(a) The Association is formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the residents of the Development. To the extent necessary to carry out such purpose, the Association shall have all of the powers of a corporation organized under Law, including the Utah Revised Nonprofit Corporation Act and the Utah Community Association Act, and shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association

as set forth in the Governing Documents, including, but not limited to, the power to assess and enforce dues, fees, and assessments imposed by the Association.

(b) The Association shall be responsible for the establishment and enforcement of rules and regulations with respect to Common Areas and Facilities and Lots within the Development and shall be solely responsible for the operation, maintenance, upkeep, and repair of all such Common Areas and Facilities, except plowing of snow. The plowing of snow shall be conducted as described in the By-Laws of the Association.

(c) Each Owner covenants to promptly, fully, and faithfully comply with and conform to all the rights and obligations of the Governing Documents, including, but not limited to, the payment in full all dues, fees, or assessments levied by the Association.

(d) The Association is not a cooperative.

4.02 Membership in the Association. Every Owner shall automatically be a Member of the Association, and any transfer of an Owner's Ownership Interest in any Lot shall automatically transfer the Owner's Membership in the Association to the transferee or transferees.

4.03 Voting Rights.

(a) Every Owner acquiring an Ownership Interest in any Lot shall become a Member of the Association and shall be entitled to one (1) Membership Interest and one vote in the Association for each Lot for which the Ownership Interest is acquired; provided, however, upon completion of a dwelling upon such Lot, the Owner thereof shall be entitled to an additional two (2) votes in the Association. If a Lot has three (3) votes appurtenant to it, all three (3) votes must be cast as a unit on any matter and cannot be separated (Split Voting). Transfer of Ownership Interest to a Lot shall automatically transfer the Membership Interest in the Association appurtenant to such Lot to the transferee(s).

(b) In the event there is more than one (1) Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever.

4.04 Board of Directors and Officers.

(a) Board. The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in the Bylaws of the Association. Except to the extent otherwise required or authorized by the Utah Revised Nonprofit Corporation Act or the Governing Documents, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. The number of officers and the method of election of officers shall be as set forth in the Bylaws of the Association.

(c) Voting. The votes of the Members shall be cast under such rules and procedures as may be prescribed in the Association's Bylaws.

4.05 Suspension of Membership. In accordance with the limitations and procedures set forth in Law and the Governing Documents, the Board may suspend the Membership, including but not limited to, the voting rights, of any Member and the right of enjoyment of the Common Areas and Facilities of any Owner who:

(a) Is delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article V hereof or is otherwise in breach of this Declaration; or

(b) Is in breach of the rules and regulations of the Association as set forth in the Governing Documents.

No suspension of any Membership shall affect the suspended Members' obligation to pay any dues, fees, and assessments, as hereinafter provided for, due and payable for any period prior to or after the date of such suspension.

ARTICLE V

ASSESSMENTS

5.01 Dues, Fees, and Assessments. The Association shall have such powers and authorities to assess and collect dues, fees, and assessments, and any charges, penalties, and interest for any failure to pay the same, as the Board may fix and determine in accordance with the Governing Documents ("Assessments").

5.02 Covenant for Payment of Assessments. Each Owner hereby covenants and agrees, jointly and severally, for the Owner and the Owner's heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein are expressed in any such deed, as follows:

(a) To pay the Association any Assessments which are levied by the Association pursuant to this Declaration or the Governing Documents together with any late charges, interest, or penalties thereon;

(b) To pay the fees, charges, and costs of the Association associated with collecting an unpaid Assessment, including, but not limited to, court costs, reasonable attorney fees, and any other amount set forth in the Governing Documents; and

(c) There is hereby created a continuing charge and lien upon each Lot against which all such Assessments are made to secure payment of the same together with any other charges, interest, or penalties thereon and any cost of collection including, but not limited to, court costs, reasonable attorney fees, and any other amount set forth in the Governing Documents, which charge and lien is known as the HOA Lien.

(d) Such continuing charge and lien on each Lot binds such Lot in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter arise or be imposed upon such Lots, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or the instrument, except (1) such liens for real estate taxes or other governmental assessments or charges against the Lot, (2) a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association, and (3) a lien or encumbrance recorded before the Declaration is recorded.

(e) The HOA Lien is appurtenant to each Lot and no sale or transfer of the Lot, whether at foreclosure or in lieu of foreclosure or otherwise, shall relieve any Lot or Lots from liability for any Assessment thereafter accruing or made;

(f) That all Assessments, together with charges, interest, or penalties thereon and any costs of collection as set forth above and levied against any Lot or Lots owned by the Owner during the period of the Owner's ownership of the Lot, shall also be a personal obligation which will survive any sale or transfer of the Lot or Lots owned by the Owner; provided, however, that such personal obligation for the foregoing shall not pass to an Owner's successor in title, unless expressly assumed by such successor, but such sums shall remain as an HOA Lien against the Lot.

5.03 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the Development, including, but not limited to, and in addition to other purposes set forth in this Declaration, security, the acquisition, construction, improvement, maintenance and equipping of Common Areas and Facilities, the enforcement of the covenants, conditions, and restrictions contained in this Declaration, the payment of operating costs and expenses of the Association, the payment of taxes on any Common Areas and Facilities, and the payment of all principal and interest when due on all debts owed by the Association.

5.04. Accumulation of Funds Permitted. To the extent allowable by Law, the Association shall not be obligated to spend, in any calendar year, all the sums collected in such year by way of Assessments or otherwise, and may carry forward, reasonable reserves for future Association needs and contingencies as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

ARTICLE VI

ARCHITECTURAL/LANDSCAPING CONTROL

6.01 Architectural/Landscaping Control. The Association may appoint a Planning Committee, the function of which shall be to ensure that all Allowable Structures and landscaping within the Development harmonize with existing surroundings and structures. The Planning Committee shall be composed of three members of the Board. If such a Planning Committee is not appointed, the Board itself shall perform the duties required of the Planning Committee.

6.02 Submission to Planning Committee. No Allowable Structure, landscaping, or other improvement of a Lot which is visible from the Common Areas shall be constructed, maintained, or accomplished, and no alteration, repainting, or refurbishing of the exterior of any Allowable Structure in excess of \$500.00 shall be performed, unless complete plans and specifications, including elevations and grading, therefore have first been submitted to and approved by the Planning Committee.

6.03 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Planning Committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Lots within the Development conform to and harmonize with existing surroundings and structures. The Planning Committee may formulate general guidelines and procedures and shall act in accordance with such guidelines and procedures.

6.04 Approval Procedure. Any plans and specifications submitted to the Planning Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Planning Committee fails to take any action within such period, it shall be deemed to have approved the plans and specifications.

6.05 Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Planning Committee shall be diligently prosecuted to completion within 16 months from the start of construction, including the application of paint, stain, or varnish. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Areas adjoining the improvement.

6.06 Disclaimer of Liability. Neither the Planning Committee, nor any member thereof acting in good faith shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the property, or (d) any engineering or other defect in approved plans and specifications.

6.07 Nonwaiver. The approval by the Planning Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Planning Committee to disapprove any other plans and specifications.

6.08 Fees. A standard fee, determined by the Board, may be imposed by the Planning Committee for approval of plans and mitigation of construction damage to roads.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

7.01 Application. The covenants and restrictions contained in this Article VII shall pertain and apply to all Lots and to all Allowable Structures erected or placed thereon.

7.02 Residential Use. All Lots shall be used for single-family residential purposes only, and no other purpose.

7.03 No Commercial Trade or Business. No commercial trade or business may be conducted on any Lot. Use of a computer, phone, and the internet by an Owner in an Allowable Structure on a Lot is not restricted by this clause.

7.04 No Short-term Rentals. No Lot in the Association, or any improvement thereon, or any part thereof, may be rented or held out for rent as a Short-term Rental except in the following circumstances:

(a) Any circumstance for which an exception is mandated by Law which is made applicable to Short-term Rentals and which is applicable to this Declaration given the date of adoption of this Declaration.

7.05 Existing Rentals. To the extent required by Law, an Owner who is renting a Lot in the Association as a Short-term Rental prior to the recording of this Declaration, as last amended, may continue renting the Lot until the first of the following to occur: (i) the Owner occupies the Lot; or (ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an Ownership Interest in the Lot, occupies the Lot. In the case of a Short-term Rental, an Owner is deemed to occupy the Lot the moment a short-term renter vacates the Lot, regardless of whether the Owner is ever physically present on the Lot or whether another short-term renter begins renting the same day the prior short-term renter vacated.

7.06 Determination and Tracking of Existing Rentals. To the extent required by Law, the Association shall determine and track existing Short-term Rentals and ensure consistent administration and enforcement of the foregoing rental restrictions in accordance with the provisions set forth in the Association's Bylaws.

7.07 No Advertising. No advertising signs or structures may be placed on any Lots, and no advertising on the web for commercial or business purposes related to any Lot may be done. Provided, for sale signs are permitted.

7.08 Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Owner's Lot. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept what will emit foul or obnoxious odors or that will

cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Development.

7.09 Vehicles. The term “vehicles” as used herein shall include, without limitation, motorcycles, minibikes, scooters, go-carts, trucks, cars, ATVs, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. No inoperable, junk or abandoned vehicles shall be allowed on any Lot or Common Area.

7.10 Prompt Restoration. Any Allowable Structure that is destroyed in whole or part by fire, wind, or for any other reason, must be rebuilt, all debris removed, and the Lot restored to a slightly condition with reasonable promptness.

7.11 Animals. Other than Pets, no animals of any kind are permitted on any Lot or Common Area.

7.12 Antennae. Except as otherwise provided by law, no exterior television or radio antenna, satellite dish, cell phone tower, receiver, or the like, shall be placed, allowed, or maintained upon any portion of the Development, including any Lot without the approval of the Board. Notwithstanding the above, a satellite dish no larger than 36” in diameter may be placed, allowed, or maintained upon any Lot.

7.13 Allowable Structures on Lots.

(a) Each and every Lot in the Development is hereby designated as a residential lot and no structures shall be placed, erected, altered, constructed, or permitted on any such Lot and no use shall be made of any such Lot or any structures thereon except as provided herein for Allowable Structures which meet the requirements and limitations of this Article VII.

(b) The minimum ground floor square footage for dwellings that house people shall be six hundred and seventy-two (672) square feet for a single level dwelling and five hundred and fifty (550) square feet for a multiple level dwelling. Maximum structure height (ridgeline) is thirty-five (35) feet from the midpoint of the structure footprint to the highest structure point.

(c) All dwellings shall be set on permanent foundations.

(d) All structures must be set back not less than thirty (30) feet from any property line bordering a street or road and not less than twelve (12) feet from any Lot side line.

(e) No structure shall be erected, placed, altered, or permitted to remain on any Lot other than one single family dwelling, plus one separate garage, and one storage shed or boathouse.

(f) No dwelling shall be occupied until the owner obtains a certificate of

occupancy from the applicable governmental authority.

(g) All structures must comply with any applicable building code, laws, regulations, and ordinances.

(h) Mobile homes, trailers, temporary houses, tents, and similar structures may not be placed on or erected upon any Lot except temporary structures may be placed on a Lot for use in connection with the construction of permanent structures on the Lot during the 16-month period of external construction only as set forth in Article 6.05.

7.14 Subdivision of Lots. Lots may not be further subdivided by the Owners thereof and no Owner shall have the right to sell or convey less than a full-size Lot or a fractional portion of a structure on it.

7.15 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without prior written approval by the Planning Committee of plans and specifications for the prevention and control of such erosion or siltation. The Planning Committee may, as a condition of the approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscaping.

ARTICLE VIII

EASEMENTS, SEWAGE, WATER, AND UTILITIES

8.01 Reservation of Easements. The Association reserves for itself and its successors and assigns the right to enter upon any Lot to construct and maintain public utilities and improvements, pipes, valves, water tanks, wells and pumps, pressure reducing valves, electrical wires, telephone and DSL wires and posts, etc., whether underground or above ground so long as such construction and maintenance does not hinder or prevent the construction of Allowable Structures on any Lots. Additionally, each Lot is subject to a 10-foot utilities easement on all back and side Lot lines as set forth on the Final Plat.

8.02 Reserved.

8.03 Sewage. Unless and until a sanitary sewage system shall have been constructed to serve the Development, an individual sewage disposal system (septic tank and drainage field) constructed in accordance with requirements of and approved by the Bear River Health Department, its successors, and other applicable health authorities, shall be installed by an Owner to serve each dwelling on the Owner's Lot. The septic system plan must be approved by Bear River Health Department prior to obtaining a building permit from the applicable governmental authority. No outside privy, toilet, outhouse, whether temporary or permanent, shall be permitted on any Lot, except as needed temporarily for construction purposes.

8.04 Water. Culinary water shall be supplied by the Bear Lake Water Company or its successors to a point adjacent to each Lot on the road or easement indicated on the Final Plat. After the Owner has obtained a building permit and paid the applicable connection fee, the Bear Lake Water Company will install a lateral line and water meter on the Lot. Connection from the meter to any dwelling will be the responsibility of the Owner of the Lot. Water shall be accepted and used by the Owner of the Lot in conformity with all rules and regulations as may be adopted by the Bear Lake Water Company or its successor. Each Owner agrees to pay assessments made by the Bear Lake Water Company or its successor for capital improvements, current operation, and water use. The Bear Lake Water Company or its successor may establish rules that restrict water use outside of structures as well as establish permissible external watering days and hours.

8.05 Electricity. Electricity will be supplied by Rocky Mountain Power or its successor to certain points within the Development and each Owner shall be required to install such lines as are necessary to connect any Allowable Structure on the Owner's lot to such a point.

8.06 Other Public Utilities. All other public utilities, including telephone communication, satellite communication, and natural gas (if any) shall be used by the individual Owners under the rules and regulations prescribed by the company furnishing the public utility.

ARTICLE IX

ENFORCEMENT

9.01 Right of Enforcement. The Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration. However, if the Association should fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any Member may enforce the provisions at the Member's own expense by any appropriate action, whether in law or in equity.

9.02 Fines. The Board may assess fines against Owners for violations of the Governing Documents pursuant to the procedures and limitations set forth in Law and the Governing Documents.

9.03 Delinquent Accounts. The Board may impose charges, fees, or penalties in the amounts set forth by the Association in the Governing Documents against any Owner who fails to pay any Assessment of any kind as required by the Governing Documents.

9.04 Interest on Delinquent Amounts. Any unpaid dues, fees, fines, or assessments shall accrue interest at a rate established by the Governing Documents.

9.05 Action to Enforce. The Association may bring any action allowed by Law or equity against any Owner to collect any unpaid Assessment, together with any late charges, interest, or penalties thereon. The Association may bring such legal action without having to pursue judicial or non-judicial foreclosure and without waiving any lien under this Declaration or Law.

9.06 Foreclosure. The Association may foreclose the HOA Lien in a judicial or non-judicial foreclosure proceeding in accordance with the procedures and limitations set forth in Law or the Governing Documents. Additionally, although the recording of this Declaration constitutes record notice and perfection, the Board may cause additional notice and perfection of the HOA Lien to be recorded against a Lot in the event of a Delinquent Account or as part of any enforcement action allowable under this Declaration or in law or equity.

9.07 No Waiver. The failure of the Association to enforce any covenant, condition, or restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

9.08 Costs and Attorney Fees. In any enforcement action brought by the Association under this Article, the Owner against whom the action is brought shall be personally liable for, and the HOA Lien shall secure the amount of, the Association's collection and enforcement costs, including but not limited to, reasonable attorney fees.

ARTICLE X

DURATION AND AMENDMENTS

10.01 Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by Law.

10.02 Amendments. This Declaration may be amended by recording with the Rich County Recorder, the amendment, duly signed and acknowledged by and on behalf of the Association with an attached Certificate of Amendment. The Certificate of Amendment shall set forth in full the Amendment adopted and shall certify that at a meeting duly called and held pursuant to the provisions of the Governing Documents or by separate written consent without a meeting, the Members casting a majority of the votes voted affirmatively for the adoption of the amendment or approved such amendment by separate written consent.

ARTICLE XI

MISCELLANEOUS

11.01 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

11.02 References to the Declaration in the Deed. Deeds or any instruments affecting any Lot or any part of the Development may contain the covenants, conditions, restrictions, and easements herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions,

and easements shall be binding upon the grantee-Owner or other person claiming through any instrument and the Owner's heirs, executors, administrators, successors and assigns.

11.03 Right to Grant a Variance. When a literal enforcement of this Declaration would work an undue hardship on a Lot in the Development, the Board may grant a variance from these covenants, conditions, restrictions, and easements to any Owner by recording an appropriate instrument in the office of the Rich County Recorder, State of Utah. The variance may not conflict with any Law.

11.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of protecting the value and desirability of the Development. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

11.05 Effective Date. This Declaration shall take effect upon its recording in the office of the Rich County Recorder, State of Utah as provided by Law.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 13 day of NOVEMBER, 2017.

DECLARANT:

SWEETWATER PARK HOMEOWNERS ASSOCIATION, INC.

By: Frank Corgiat
Frank Corgiat, President

STATE OF UTAH)
County of Weber) : ss.

On the 13th day of November, 2017, personally appeared before me Frank Corgiat, being by me duly sworn, did say that he is the President of SWEETWATER PARK HOMEOWNERS ASSOCIATION, INC., and that the said instrument was signed in behalf of said

Corporation by authority of a resolution of the Members of the Corporation, and the aforesaid officer acknowledged to me that said Corporation executed the same.

Hailey L Singleton
NOTARY PUBLIC

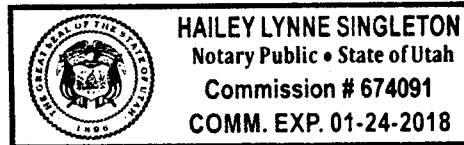


EXHIBIT "A"
(Legal Description of the Property)

Subdivision 1 as described as follows:

All of Sweetwater Park Lakeview Plat No. 1 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 2 as described as follows:

All of Sweetwater Park Lakeview Plat No. 2 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 3 as described as follows:

All of Sweetwater Park Lakeview Plat No. 3 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 4 as described as follows:

All of Sweetwater Park Lakeview Plat No. 4 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 5 as described as follows:

All of Sweetwater Park Lakeview Plat No. 5 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 6 as described as follows:

All of Sweetwater Park Lakeview Plat No. 6 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 7 as described as follows:

All of Sweetwater Park Lakeview Plat No. 7 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 8 as described as follows:

All of Sweetwater Park Lakeview Plat No. 8 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 9 as described as follows:

All of Sweetwater Park Lakeview Plat No. 9 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

Subdivision 10 as described as follows:

All of Sweetwater Park Lakeview Plat No. 10 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

10A of SB 11/19/17

Subdivision 11 as described as follows:

All of Sweetwater Park Lakeview Plat No. 11 according to the official plat thereof on file in the office of the County Recorded of Rich County, State of Utah.

EXHIBIT "B"
(Certificate of Amendment)

CERTIFICATE OF AMENDMENT

The undersigned hereby certifies that the **FIRST AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SWEETWATER PARK AT BEAR LAKE** came to a vote by written ballot sent to the Members pursuant to Article II of the Bylaws of the Sweetwater Park Homeowners Association, Inc., and that the Members casting a majority of the votes voted affirmatively for the adoption of the foregoing amendment as follows:

410 Votes in Favor

174 Votes Against

IN WITNESS WHEREOF this 13 day of NOVEMBER, 20 17.

SWEETWATER PARK HOMEOWNERS
ASSOCIATION, INC.

By: , President