

54.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND GRANT OF EASEMENT FOR SKYLINE MEADOWS SUBDIVISION, WASHINGTON COUNTY, UTAH

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND GRANT OF EASEMENT FOR SKYLINE MEADOWS SUBDIVISION (the "Declaration") is made on this 8th day of February, 2005, by Sinda Development, Inc., with offices at 350 E. St. George Blvd, St. George, Utah 84770, hereinafter referred to as "Declarant", for the purpose of submitting certain real property located in Washington County, State of Utah, to the provisions of this Declaration.

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RUSSELL SHIRTS * WASHINGTON CO RECORDER
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FOR: SOUTHERN UTAH TITLE CO

RECITALS:

- A. Declarant is the fee owner of certain real property in Washington County, State of Utah, to be known as Skyline Meadows Subdivision and more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"). Reference to the Property herein shall mean and include the land described in Exhibit "A".
- B. The Declarant intends, but is not obligated, to develop and improve all of a portion of the Property as a residential community containing a maximum of twenty-eight (28) single family residential lots, (collectively the "Project").
- C. Declarant specifically reserves the right to modify, cancel, or add additional real property to the current plan of development, to apply for and institute other land uses on the Property, and to sell, lease, option, abandon, or otherwise use or neglect to use the Property.
- D. This Declaration is designed to create equitable servitudes and covenants, and restrictions for the operation, protection and maintenance of the Project because of the unique aspects of concern to Owners of lots.
- E. Declarant intends to develop the Project in one or more phases.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1.1: Architectural Review Committee. "Architectural Review Committee" or "ARC" shall mean the architectural, design and landscaping committee created pursuant to the Article V hereto.

Section 1.2: Architectural Review Committee Rules. "Architectural Review Committee Rules" or "ARC Rules" shall mean the rules adopted by the ARC pursuant to Article V hereof.

Section 1.3: Association. "Association shall mean and refer to the Skyline Meadows Subdivision Homeowners Association, a Utah non-profit corporation, it's successors and assigns, said Association being comprised of all lot owners in all phases of the development, according to the official plat thereof.

Section 1.4: Board of Directors. Board of Directors shall mean and refer to the governing board of the Homeowner's Association defined above.

Section 1.5: Common Area. "Common Area" shall mean and refer to the property designated on the subdivision plat or in the declaration, to be owned by the Homeowners Association and reserved for the use of all members of the Association.

Section 1.6: Declarant. "Declarant" shall mean Sinda Development, Inc. and it's respective successors and assigns so designated in a written instrument Recorded by Declarant expressly appointing such successors or assigns as the Declarant ("Successors and Assigns").

Section 1.7: Declaration: "Declaration" shall mean this document, including any amendments.

Section 1.8: Development Rights. "Development Rights" shall mean the rights reserved by Declarant under Article II to create Units and Landscape Easements within the Project as well as other rights provided for herein.

Section 1.9: Documents. "Documents" shall mean the Declaration, as may be amended from time to time. Any exhibit, schedule or certification accompanying a Document shall be deemed to be part of that Document.

Section 1.10: Improvements: "Improvements" shall mean any construction, structure, fixture or facility existing or to be constructed on the real property which is included in the Project, including, but not limited to: buildings, trees, shrubbery planted by Declarant, paving, utility wires, pipes and walls.

Section 1.11: Office of the Recorder. "Office of the Recorder" shall mean the Office of the Recorder for the County of Washington, Utah.

Section 1.12: Owner. "Owner" shall mean Declarant or other Person who owns a Unit, but not a person having an interest in a Unit solely as security for an obligation. Declarant is the initial owner of any Unit created by this declaration.

Section 1.13: Person. "Person" shall mean an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision, or agency or other legal or commercial entity.

Section 1.14: Plat. "Plat" shall mean any engineering survey or surveys of all or part of the Property, together with such other diagrammatic plans and information regarding the Property, as each such survey may be amended and supplemented from time to time, and all as recorded in the Office of the Recorder.

Section 1.15: Property. "Property" shall mean all of that real property described in Exhibit "A" and any and all additions from time to time made thereto of the Annexable Property.

Section 1.16: Restriction. "Restrictions" shall mean this Declaration from time to time in effect.

Section 1.17: Residential Use: "Residential Use" shall mean use as a dwelling for personal family or household purposes.

Section 1.18: Security Interest. "Security Interest" shall mean the interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.19: Special Declarant Rights. "Special Declarant Rights" shall mean those rights reserved for the benefit of a Declarant to (1) complete Improvements indicated on the Plats; (2) exercise any Development Right (3) use easements through the Common Elements for the purpose of making improvements within the Project or within real estate that may be added to the Project.

Section 1.20: Unit. "Unit" shall mean the physical portion of the Project designated for separate ownership or occupancy, the boundaries of which are shown in the Plats as numbered Lots, along with their identifying number.

Section 1.21: Landscape Easement. There exists landscape easement on lots 1-14 for the purpose of establishing and maintaining entrance features and which shall include landscaping, signage, lighting and other related improvements and for exterior streetside maintenance – which said lot owners will maintain said landscaping including watering.

ARTICLE II DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 2.1: Resercation of Development Rights. Declarant reserves the following Development Rights:

a. Declarant shall have the unilateral right to expand the property subject to this agreement. Such expansion may be accomplished by recording a supplemental Declaration or annexation amendment in Office of the Recorder, describing the real property to be annexed, submitting it to the covenants, conditions and restrictions contained herein. Such supplemental declaration or annexation amendment shall not

require the consent of the Property Owners. Any such expansion shall be effective upon the filing for record of such supplemental declaration or annexation amendment except as provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Upon the recordation of any such expanded automatically to encompass and refer to the Project as expanded. Such supplemental declaration or annexation amendment may add, delete, or modify provisions of this Declaration as it applies to all or any part of the Annexable Property then being subjected to the Declaration, provided, however, that this Declaration may not be modified with respect to the Property previously subject to the Declaration except as provided herein for amendment.

b. The right, but not the obligation, by amendment to create Units and Landscape Easements upon all or part of the property.

c. The right, but not the obligation, by amendment to subdivide Units located on the Property or convert such Units, or portions thereof, into Landscape Easement.

d. The right, but not the obligation, to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities upon the real property in the project, for the purposes of furnishing utility and other services to buildings and Improvements to be constructed in the Project. Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey Improvements within those easements anywhere in the Project not occupied by buildings, for the purposes mentioned above.

e. The right, but not the obligation, to unilaterally amend this Declaration at any time prior to the close of the first sale of a Unit.

Section 2.2: Limitations on the Development Rights. The Development Rights reserved in Section 2.1 are limited as follows:

a. The Development Rights may be exercised at any time within fifteen (15) years after the recording of the initial Declaration;

b. Not more than nine (28) additional Units (to a total of Fifty Six (56) Units) may be created under the Developments Rights;

c. The quality of the construction of any buildings and Improvements to be created on the Property shall be consistent with the buildings and Improvements of those initially constructed on the Property (this limitation shall not prevent Declarant from having the right to modify the shape, size, elevation, or floor plan of the Units);

d. All Units and Landscape Easements created, pursuant to the Development Rights, will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.

f. All taxes, assessments, mechanic's liens and other charges

affecting the Property arising in connection with Declarants ownership of, and construction of Improvements upon, the Property, which may adversely affect the rights of existing Owners, or the priority of any Eligible Mortgagee on Units in the Property, are to be paid or otherwise satisfactorily provided for by Declarant.

Section 2.3: Special Declarant Rights. Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Project:

- a. To complete the Improvements indicated on the Plats or the Declaration;
- b. To exercise any Development Right reserved in this Declaration;
- c. To maintain advertising signs;
- d. To use easements through the Landscape Easements for the purposes of making Improvements within the Project or within real estate which may be added to the Project; and
- e. To make the Project subject to master association.

Section 2.4: Models, Sales Offices and Management Offices. Declarant, its duly authorized agents, representatives and employees may maintain any Unit owned or leased by Declarant or any portion of the Landscape Easement as a model Unit, sales office or management office.

Section 2.5: Construction, Declarant Easement: Declarant reserves the right to perform any warranty work, repairs and construction work in Units and Landscape Easements, to store materials in secure areas, and to control and have the right of access to work and repairs until completion. All work may be performed by Declarant without the consent or approval of the Owners. Declarant has an easement through the Landscape Easement as may be reasonably necessary for the purpose of discharging Declarants obligation or exercising Special Declarant Rights reserved in this Declaration. This easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 2.6: Signs and Marketing. Declarant reserves the right to post signs and displays in Landscape Easements. Declarant also reserves the right to conduct general sales activities in a manner which will not unreasonably disturb the rights of Owners.

Section 2.7: Declarants Personal Property. Declarant reserves the right to retain al personal property and equipment used in the sales, management, construction and maintenance of the Project. Declarant reserves the right to remove from the Project, (promptly after the sale and close of escrow of the last Unit) any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 2.8: Limitations on Special Declarant Rights. Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right may be exercised by Declarant until last date on which Declarant (a) is obligated under any warranty or similar obligation, (b) holds a Development Right to create additional Units or Common Elements, (c) owns any Unit, (d) owns any Security Interest in any Unit, or (e) 15 years have elapsed after recording of this Declaration. Earlier termination of certain rights may occur by statute.

Section 2.9: Interference with Special Declarant Rights. No Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of Declarant.

Section 2.10: Declarants Rights to Complete Development. No provision of this Declaration shall be construed to prevent or limit Declarants rights to complete the development, construction or to post signs incidental to the development, construction, promotion, marketing, sales and leasing of property. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approval to: (a) excavate, cut, fix, or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any of the Property or any property owned by the Declarant: (b) use any structure on any of the Property or any property owned by Declarant (c) require Declarant to seek or obtain the approval of the ARC for any such activity or Improvement to property by Declarant on any of the Property or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 2.11: Priority of Declarants Rights and Reservations. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Project. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in any recorded supplemental declaration, in each conveyance of property by Declarant and in each deed or other instrument by which any property encumbered hereby is conveyed by Declarant, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Declarants prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarants consent to anyone such amendment shall not be construed as consent to any other or subsequent amendment.

Section 2.12: Assignment of Declarants Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or associations evidencing its consent on writing to accept such assignment, the assignee shall, to the extent of such assignment, assume Declarants duties hereunder, have the same rights and powers to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder.

ARTICLE III
HOMEOWNER'S ASSOCIATION

Section 3.1: Property Rights.

Section 3.2: Membership and Voting Rights.

a. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by this declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership, and shall automatically commence upon a person becoming such owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be terminated.

b. Voting Rights All lot owners shall be entitled to one vote for each lot owned until such time as Declarant has sold 90% of the lots subject to this Declaration, Declarant shall be entitled to three (3) votes for each lot owned by Declarant. When more than one person owns an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. In the event such persons fail to agree, then their vote shall be cast rateably among the respective interests. A vote cast at any Association meeting by any of such owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the lot concerned unless an objection is immediately made by another owner of the same lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether quorum exists.

c. Board of Directors. The governing board of the Association shall be a Board of Directors consisting of not less than three (3) not more than five (5) members of the Association. Said Board shall be elected, govern the affairs of the association, and serve terms as set forth in the By-laws of the Association.

Section 3.3: Covenant of Maintenance and Assessments.

a. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expresses in such deed, is deemed to covenant and agrees to pay to the association: (1) annual assessments, if any, (2) special assessments, if any, and (3) capital assessments, if any, such assessments to be levies, fixed, established and collected from time to time as herein below provided. The assessments, together with interests, costs and reasonable attorney's fees, as hereinafter provided, shall be charges on the land and shall be continuing upon the lot upon which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the

person who was the owner of such lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3.4: Landscape Easements. Lots numbered 1 thru 4, 14 and 15, 19, 20, 25 and 28 have a 10' street side landscape easement. The lot owners understand and acknowledge responsibility for maintenance of the landscape strip including watering and other maintenance as required and further understand the home owners association may maintain the landscape strip and lien such property if owner does not comply with a written notice of violation within 30 days.

Section 3.5: Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized under the preceding paragraphs, shall be sent to all members not less than 30 days, nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 67% of all votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum of the subsequent meetings shall be held more than thirty (30) days following the preceding meeting.

Section 3.6: Nonuse and Abandonment. No owner may waive or escape personal liability for the assessments provided for herein, not release the lot owned by him from the liens and charges hereof, by nonuse of any common area or abandonment of his lot.

Section 3.7: Management Agreements. The Board of Directors may employ a manager or other person or persons who may contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Any contract with a person or firm appointed as a manager or managing agent shall not exceed three years in duration and shall be terminable by the Association with or without cause upon 30 days written notice thereof. Any such contract, and any other contract (except prepaid casualty and/or liability insurance policies not to exceed three years duration where the policy permits short term cancellation by the insures) with a third person wherein the third person is to furnish goods or services for any common area or the association, shall be limited to a duration of one year; provided, however, that such contracts may be renewable for four successive one-year periods with the approval of each such period, by a vote of written consent of a majority of the members of the Association.

Section 3.8: Availability. Upon request, and during normal business hours, the Association shall make available to all lot owners, lenders and the holders and insurers of first mortgages on any lot or residence located thereon, for the purpose of inspection or photocopying, current copies of this declaration, the Articles of Incorporation, Bylaws and other rules and regulations governing the Association, together with the most recent financial statements of the Association.

ARTICLE IV
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 4.1: Use Restrictions. Subject to Special Declarant Rights reserved under Article II, the following use restrictions apply to all Units and to the Common Elements:

a. The use of each Unit is restricted to that of a single-family residence and accessory uses as permitted herein. Except for those activities conducted as a part of the marketing and development program of Declarant, no industry, business, trade or commercial activities shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. The provisions of this Section shall not preclude a professional or administrative occupation, provided there is no external evidence of any such occupation, and so long as such occupations are conducted in conformance with all applicable governmental ordinances and are merely incidental to the use of the Unit as a residence.

b. An owner who has purchased a unit from the Declarant shall commence the construction of a single-family residence upon the purchased unit according to the terms of this Declaration within one year of the closing date for the purchase of said unit by such owner, and construction of said single-family residence must be completed within 2 years of the closing date for the purchase of said unit by such owner.

c. No immoral, improper, offensive or unlawful use may be made of the Property; Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Utah, and all applicable county or city ordinances, rules and regulations. The violating Owner shall hold harmless other Owners from all fines, penalties, costs and prosecutions for any violation or noncompliance.

d. The Landscape Easement shall be improved and used only for the following purpose:

i. Beautification through landscaping, lighting and such other means as the City of Washington shall deem appropriate.

e. The following uses are hereby expressly prohibited:

i. No garbage or refuse may be placed or left in the Landscape Easements.

ii. No planting may be done in the Landscape Easements by any Owner, except at the direction of the Declarant or for the replacement of dead plants.

iii. No part of the Landscape Easement shall be obstructed so as to interfere with its use for the purposes hereinabove permitted, nor shall any part of the easement be used for storage purposes.

Section 4.2: Oil, Water and Mineral Operations: Hazardous and Toxic Materials

No tools or equipment and no derrick or other structure designed for use in boring for oil, gas, or other kindred substances, or designed for use in boring for water, or designed for use in any mining operation or exploration shall hereafter be erected or placed upon the Property or any portion thereof; and no Owner shall ever consent to the use of the surface of the land, or any portion of the subsurface thereof, by any lessee under any lease to be negotiated or under any lease now of record affecting any Unit, which lease pertains to the exploration, mining, or operating for oil, gas or other hydrocarbon substances and the taking, storing, removing and disposition of same. No Unit or any portion thereof shall ever be used for the storage or disposal of hazardous waste or other hazardous or toxic materials, as such terms are defined by federal, state or local laws now or hereafter in effect.

Section 4.3: Laws and Insurance Requirements. Nothing shall be done to or kept on any Unit or Improvement thereon that might increase the rate of, or cause the cancellation of, insurance for the Property, or an portion of the Property. No Owner shall permit anything to be done or kept in his Unit or any improvement thereon that violates any of the restrictions contained in this Declaration or any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body, including, without limitation, local ordinances relating to zoning and building codes.

Section 4.4: Antennae: Satellite Dishes. No antennae, satellite dish, or other device for the transmission or reception of television or radio signals or any other form of electromagnetic transmission, including but not limited to, a dish or other device capable of transmitting or receiving signals for cable, satellite or pay-television systems, as well as any other pole or tower will be placed in front of the front setback line or attached to the front of the home or attached to a street facing roof. Home owners are requested and encouraged to place mini dishes on the rear or side of homes.

Section 4.5: Landscape Requirement. Prior to the issuance of a certificate of occupancy, a lot shall be landscaped in a manner providing that all unpaved portions of street front or street side yards shall be planted in either grass or other ground cover acceptable to the ARC. Rear yards must be substantially completed within 90 days of occupancy, or have a written grant of extension from the ARC. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Undeveloped lots shall be kept free of weeds by the owner of said lots. Should excessive growth occur, the owner shall be notified of such condition and shall be given thirty (30) days to correct the same, after which time the ARC may order such correction affected, the expense of which shall be charged and / or liened to the owner of the undeveloped lot or lots.

Section 4.6: Fences, Walls, Hedges and Shrubs. Fences, walls, and hedges may be erected or planted in rear yards and side yards not extending beyond the front line of the dwelling to a height not exceeding 6 feet unless otherwise approved by the Architectural Review Committee. Fences, walls and hedges may be erected or planted on remaining side yards and property lines not to exceed 6 feet. Only wrought iron fences shall be placed along any front property line or in the front of the house. Shrub and tree

planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No fence (wrought iron) or trees or shrubs shall be planted on any corner lot within 15 feet of the property lines adjoining the street with height greater than 4 feet. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Committee, shall create a serious potential hazard or aesthetically offensive appearance. Interior fences and walls must be either decorative colored block, brick or stucco and all interior fences must incorporate wrought iron. No wood, vinyl, or chain link fences will be allowed. Every lot owner must fully fence their lot prior to occupancy in the home.

Section 4.7: Site Distance at Intersections. No fence, wall, or hedge, which obstructs site lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area form by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines extended. The same site line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

Section 4.8: Perimeter Block Walls and Landscaping. Any perimeter block walls and landscaping or fences around the Project shall be subject to this Declaration as well as certain easements of record in favor of Declarant. It shall be the duty of every Owner to build, maintain and repair those walls or fences and landscaping, and, if necessary, replace the walls or fences and landscaping originally constructed, all at such Owner sole cost and expense. No changes or alterations, including, without limitation, temporary alterations (e.g., removal for construction of a swimming pool) shall be made to the perimeter walls or fences or landscaping without the prior written approval of the ARC and an access gate (may not exceed 14' opening) may be made / installed through the subdivision exterior block wall to access an owners adjoining property, but it must be enclosed with a wrought-iron gate that is not see through (Privacy) and the gate must be pre-approved with the ARC prior to installation. It shall be the duty of the Owner of each Unit on which a block wall or fence or landscaping is located to maintain that wall or fence or landscaping and to obtain and maintain in force property and casualty insurance on a currant replacement cost basis on such block walls for fences. If an Owner fails to repair or replaces such block wall or fence or landscaping, in accordance with this section within 45 days after the occurrence of any damage thereto, the Declarant shall be entitled to repair such damaged block wall or fence or landscaping, in which event any insurance proceeds and Owner may receive for any damage or destruction to the block wall or fence or landscaping located on his Unit shall be paid to the Declarant which shall as promptly as practicable and in a lawful and workmanlike manner restore and repair the block wall or fence or landscaping to its former condition. If an Owner fails to reimburse Declarant the cost of such repairs, then the Declarant shall have the right to place a lien upon the Unit of such Owner in an amount equal to the cost of such repairs. The Declarant is hereby granted a right and easement over, under, upon and across each Unit where a perimeter block wall or fence or landscaping is located for the purposes of exercising its rights under this section.

Section 4.9: Maintenance of Units. No rubbish, brush, weeds, undergrowth, or debris of any kind or character shall ever be placed or permitted to accumulate upon any

Unit, or any portion thereof, so as to render it a fire hazard, unsanitary, unsightly, offensive or detrimental to any other Unit in the Property or to any occupants of the Property. The Owner of each Unit shall care for, cultivate, prune and maintain in good condition any and all trees, lawns, shrubs, and other landscaping (including without limitation acceptable desert or water efficient landscaping) growing on his Unit in a manner consistent with the restrictions set forth in this Declaration and the standards originally established by Declarant or the ARC of the Property.

Section 4.10: Nuisances. No odors shall be permitted to arise from any Unit so as to render any Unit unsanitary, unsightly, offensive, or detrimental to any other Unit: and no nuisance shall be permitted to exist or operate upon any Unit so as to be offensive or detrimental to any other Unit or to the Owner thereof. Without limiting the generality of the foregoing provision, no external speakers, horns, whistles, bells, or other sound devices, except devices used exclusively for security purposes, shall be located, used or placed upon any Unit; no Owner shall permit any thing or condition to exist upon any Unit which shall induce, breed or harbor infectious plant diseases or noxious insects, birds, or animals, and no noxious or offensive trade or activity shall be carried on upon any Unit, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Property.

Section 4.11: Repair of Improvement. No improvement to a Unit (including but limited to residential dwellings, garages, parking and driveway areas, walls, fences, street lights and fixtures) shall be permitted to fall into disrepair and all Improvements shall be kept at all times in good condition and repair and, if appropriate, painted or otherwise finished. Any and all repairs, re-decorations, modifications or additions, interior or exterior shall fully comply with all applicable building code and other governmental requirements, and the restrictions contained in this Declaration and the ARC Rules. No improvements, painting, excavation, or other work that in any way alters the exterior appearance of any Unit or any Improvement shall be made without the prior written approval of the ARC, except as specifically authorized herein.

Section 4.12: Signs. Except with respect to the Special Declarant Rights reserved in Article II, no billboards, signs or advertizing of any kind, excepting one written one (1) standard "For Sale" sign or "For Rent" sign shall be erected or maintained upon any Unit without the prior written consent of the ARC.

Section 4.13: Animals. No animals or fowl, other than commonly recognized household pets, shall be kept or maintained on a Unit or any portion thereof; no animal shall be kept, bred or maintained for any commercial purpose; and no animal or fowl, including household pets, which, after Notice and Hearing are determined by the ARC to be dangerous, may be kept or maintained anywhere within the Property. At any one time the total number of household pets shall not exceed four (4). If any animal is not confined within the Unit, the animal must be leashed and under direct control of the Owner. It shall be the absolute duty and responsibility of each owner or tenant to clean up any solid animal waste after such animals which have used any portion of the Property or any public property in the vicinity of the Property. No pet shall be permitted to be kept within any portion of the property if it make excessive noise or is otherwise determined to be a nuisance. If the pet is determined to be a nuisance, the ARC may, after Notice and Hearing, order the removal of the pet.

Owners recognize and understand the development is located in a rural area and adjoining properties do allow for large animals and that the care and maintenance of those animals is beyond the scope of this document and are regulated by Washington City.

Section 4.14: Drainage.

a. No Owner shall in any way interfere with the natural or established drainage of water over his Unit from an adjoining or other Unit in the Property, including run off from the roof of an adjoining owner, and each Owner will make adequate provisions for proper drainage in the event the Declarant or Public Authority determines it is necessary to change the natural or established flow of water drainage over the Owners Unit.

For the purposes hereof "natural" drainage is defined as the drainage which would naturally occur at the time the overall approved grading plan of the property has been completed by Declarant. For the purposes hereof, "established" drainage is defined as the drainage which occurred or which would occur at the time the overall grading of the property, including finish grading of each Unit in the Property, is completed by Declarant.

b. Each Owner shall permit free access by Owners of adjacent or adjoining Units to slopes or drainage ways located on his Unit which affect the adjacent or adjoining Units, when such access is essential for the maintenance of permanent drainage slopes, or for the maintenance of the drainage facilities for the protection and use of real property other than the unit of which the slope or drainage way is located.

c. Except as provided in subsections (a) and (b) of this section 4.14, no Owner shall permit water from his unit to drain over, under, or across the Unit of any adjoining owner.

Section 4.15: Commercial Trucks. No truck over one ton, commercial van or similar vehicle, may be parked within the property at any time, provided, however, that the foregoing provision shall not be deemed to include (i) parking for temporary deliveries, loading, repairs, landscaping maintenance, and similar purposes or (ii) parking of vehicles in such a manner that the vehicle is adequately screened (as determined by the prior written approval of the ARC). No automobile or permitted vehicle may be parked overnight on the streets within the Property or for more than 24 hours on any public or private street within the Property.

Section 4.16: Unsightly Articles. No unsightly articles shall be permitted to remain on any Unit so as to be visible from any public or private street or from any other Unit. Without limiting the generality of the foregoing, refuse; garbage and trash shall be kept at all times in covered, sanitary containers of a type and style approved by the ARC or enclosed areas designed for such purpose. Such containers shall be exposed to the view of neighboring units when set out for a reasonable period of time (not to exceed 12 hours before scheduled trash collection and 24 hours after scheduled trash collection by a trash disposal company). There shall be no exterior fires whatsoever, except barbeque fires contained within receptacles commercially designed therefore such that they do not create a fire hazard, (and subject to applicable ordinances and fire regulations).

Section 4.17: Solar Equipment. No solar equipment including but not limited to solar collector and solar panels, shall be installed until approval of the ARC has been obtained as to (i) the type of solar equipment to be installed and (ii) the location thereof.

Section 4.18: Garage Doors. Garage doors shall be kept closed, except for those periods reasonably necessary for entry and exit of vehicles, cleaning, removing trash or other similar residential household purposes or purposes similar thereto.

Section 4.19: Restricted Access. No Owner shall at any time permit access, ingress or egress to or from his Unit from in violation of any prohibitions or restrictions on access set forth on the plats; nor in any other manner shall an Owner otherwise cause or permit his Unit to be in violation of the restrictions set forth in such recorded plats.

Section 4.20: Storage of Automotive Vehicles. Each Owner shall use the garage portion of his residence for the storage of automotive vehicles. No Owner shall use his garage for any purpose which prevent automotive storage unless his doing so unless his doing so would not result in additional automobiles being stored outside his garage. No Owner shall remodel his garage for residential purposes.

Section 4.21: Clothes Lines. No clotheslines shall be placed, or clothes hung in any manner whatsoever, on any Unit in a location, including but not limited to the garage door, visible from a public street.

Section 4.22: Restrictions on Alienation. A Unit may not be conveyed pursuant to a type of time-sharing plan. A Unit may not be leased or rented for a term of less than 60 days. All leases and rental agreements shall be in writing and subject to the requirements of the ARC.

Section 4.23: Declarant's Rights. Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by Declarant, as model units or sales offices. Declarant may also maintain management offices and advertising signs and displays on the Property.

Section 4.24: Sporting or Other Equipment; Temporary Use and Proper Storage. Each Owner shall use the garage portion of his residence to store, or otherwise adequately screen from view of the street and other Units (as determined in the sole discretion of the ARC) during periods of non-use, all portable sporting equipment and all other portable equipment. As used herein, periods of non-use shall constitute any period of time in which the equipment in question is not used for a reasonable period. In any event, all equipment must be stored over night.

Section 4.25: Architectural Review Committee Discretion. Except as may be expressly provided in this Declaration, any consent or approval of the ARC, that is required under the provisions hereof may be granted or withheld in the sole and absolute discretion of the ARC, as applicable. In that regard, the granting or withholding of such consent or approval shall not be subject to any objective standards of "reasonableness" or otherwise. Further, the approval of or consent to any matter shall not be deemed to be a

waiver of the right to disapprove the same or similar matters in subsequent request or consents or approvals from the same or other parties.

ARTICLE V

EASEMENTS AND LICENCES

Section 5.1: Easements of Record. All easements or licenses to which the Project is presently subject are shown on Plats or otherwise contained herein. In addition, the Project may be subject to other easements or licenses granted by Declarant pursuant to its powers under Article II.

Section 5.2: Excavation. Without limiting any other provision of this Declaration, neither an Owner nor any licensee, invitee, tenant or other occupant of a Unit or contractor (other than Declarant and its affiliates) shall excavate in a street, highway, public space or private easement of a utility, Declarant, or any municipality, or near the location of an underground line installed on the premises of an Owner served by a utility, or shall demolish a building without having first:

a. Complied with all "Call Before You Dig" with respect to utility lines subject to that law;

b. Cooperated with any and all utilities, Declarant, and/or the governing municipality in locating and identifying any of its underground lines by:

i. Meeting with its representative as requested; and

ii. Observing and being guided by its physical marking of the area containing the underground line.

An Owner intending to excavate or demolish shall give the utility, Declarant, and/or the governing municipality a reasonable amount of time to replace, remove or relocate its underground line if the utility, Declarant, and/or governing municipality so requests.

A person responsible for emergency excavation or demolition is not required to comply with the provisions of this Section if there is a substantial likelihood that loss of life, health or property will result before the provisions of this Section can be fully complied with.

As used in this Section, "line" means any system of traffic control signals or line, system or facility used for producing, storing, conveying, transmitting or distributing electricity, gas, water, steam, sewage or communications, including television.

If an Owner fails to comply with this Section, the cost of any damage or repair to an underground line shall be borne by such owner, and in addition to any other right or remedy permitted by law or this Declaration, the Declarant shall have

the right, but not the obligation, after reasonable notice, but not less than 5 days, to enter upon a Unit to repair damage to an underground line and to assess the Owner for the cost of such damage or repair, together with any cost or expenses incurred by the in connection therewith. The Declarant shall notify the Owner in writing of the cost thereof, and in the event that Owner fails to reimburse Declarant for its costs and expenses, such charges shall constitute a lien on that Owners Unit.

Section 5.3: Utility Easement. There is hereby created a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system. By virtue of this easement, it will be expressly permissible and proper for any municipality or companies providing electrical, television, telephone and other communication services to install and maintain necessary equipment on the Property and to affix and maintain electrical, television, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement will use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners, Declarant; will prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and will restore its surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, Declarant will have, and is hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with its terms of this Declaration. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 5.4: Easement for Expansion. Declarant hereby reserves to itself and for Owners of Units of all future phases of the Project a perpetual easement and right-of-way and access over, upon, and across the Property for construction, utilities, drainage, ingress and egress. The location of said easements and rights-of-way may be made certain by Declarant by recorded Documents.

Section 5.5: Reservation of Easements, Exceptions, and Exclusions. Declarant reserves to itself the concurrent right to establish from time to time by Declaration or otherwise, utility and other easements, permits, or licenses over the Landscape Easements for purposes including but not limited to street, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, and conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the ownership of the Project for the best interest of all the Owners, in order to serve all the Owners within the Project as initially built and expanded. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions, rights of ingress or egress, and exclusions convenient or necessary for the use and operation of any other property of Declarant, as long as it does not materially hamper the enjoyment of the Project, as built or expanded, by the Owners.

Section 5.6: Drainage Easement. An easement is hereby reserved to Declarant and their respective officers, agents, employees, successors, and assigns to enter upon, across, over, in and under any portion of the Property for the purpose of changing, correcting, or

otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water on the Property. Best efforts shall be made to use this easement so as to disturb, as little as possible, the uses of the Owner, Declarant, as applicable, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. Declarant shall inform and obtain the approval of the ARC prior to undertaking such drainage work, which approval shall not be unreasonably withheld.

Section 5.7: Maintenance Easement. An easement is hereby reserved to Declarant, and their respective officers, agents, employees, and assigns upon, across, over, in, and under the lots and a right to make such use of the lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions, including the right to enter upon any Unit for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Unit. The Declarant shall not unreasonably interfere with the rights of the Owners in the use of this easement.

Section 5.8: Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be constructed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Section appears in the instrument for such conveyance.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 6.1: Architectural Review Committee: The Architectural Review Committee (ARC) which is vested with the powers described herein shall consist of three (3) persons, appointed by the Declarant. Prior to the commencement of any excavations, construction or remodeling or adding to any structure, theretofore completed, the rules and regulations of the ARC attached hereto as Exhibit "B" and as later modified in writing shall be complied with. The committee shall have the right to refuse to approve any such plans and specifications which are not desirable in their opinion or other reasons, and in so passing upon them they shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property.

The ARC may condition its approval of proposals or plans and specifications for any Improvement on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.

The ARC may issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval (or request for a certificate stating that ARC is not required), or stating additional factors which it will take into consideration in reviewing submissions. The ARC may provide that the amount of such fee shall be uniform, or that it may be determined in any other reasonable manner, such as based upon the reasonable cost of the

construction, alterations or additions contemplated or the cost of architectural or other professional fees incurred by the ARC in reviewing plans.

The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including with out limitation, floor plans, site plans, drainage plans, landscaping plans, elevation drawings and description or samples of exterior material and colors, and the reasons therefore shall be transmitted by the ARC to the applicant at the address furnished by the applicant, within 45 days after the date of receipt issued by the ARC for the materials required by the ARC. Any application or request for certificate of exemption submitted pursuant to this Section shall be deemed approved, unless written disapproval or a request for additional information or materials by the ARC shall be been transmitted to the applicant within 45 days after the date of receipt by the ARC of all required materials.

After ninety percent (90%) of the lots in the Declarant's development have been sold by Declarant, said plans and specifications shall be approved by an ARC consisting of members appointed and approved by a majority of owners of lots in the subdivision herein described and only owners of said lots shall be privileged to vote for members of said ARC. The Declarant shall have the right to appoint members of the ARC until such time as ninety percent (90%) of the lots in the Declarant's development have been sold by the Declarant.

Section 6.2: Meetings of the Architectural Review Committee. The ARC shall meet as frequently as necessary to perform its duties. The ARC may, by resolution unanimously adopted in writing, designate and ARC Representative (who may, but not need to, be one of its members) to take any action or perform any duties for the ARC, except the granting of variances pursuant to Section 6.9 of this Article. In the absence of such designation, the vote of a majority of the members of the ARC, or the written consent of a majority of the members of the ARC taken without a meeting, shall constitute an act of the ARC.

Section 6.3: No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 6.4: Compensation of Members. The members of the ARC shall receive no compensation for services rendered.

Section 6.5: Inspections: Correction of Defects: Inspection of work and correction of defects therein shall proceed as follows:

a. The ARC or its duly appointed representative may at any time inspect any Improvement for which approval of plans is required under the Article. However the ARC's right of inspection of Improvements for which plans have been submitted and approved shall terminate 60 days after the work of Improvement has been completed and the respective Owner has given written notice to the ARC of such completion. The

ARC's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvements have not previously been submitted to and approved (or determined exempt) by the ARC. If, as a result of such inspection, the ARC finds that such Improvement was done without obtaining approval of the plans therefore or was not done in substantial compliance with the plans approved by the ARC, it shall notify the Owner in writing of failure to comply with this Article within 60 days from the inspection, specifying the particulars of noncompliance. The ARC shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

b. If, upon the expiration of 60 days from the date of such notification, the Non-complying Owner has failed to remedy such non-compliance, the ARC shall notify the Owners in writing of such failure. Upon written Notice and Hearing, the other Owners shall determine by majority vote whether there is a noncompliance and, if so, the nature thereof and the estimate cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than 45 days from the date that notice of the other Owners' ruling is given to the Non-complying Owner. If the Non-complying Owner does not comply with the other Owners' ruling within that period, the other Owners at their option, may record a notice of noncompliance and may peacefully remedy the noncompliance, and Non-complying Owner shall reimburse the other Owners upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Non-complying Owner the right to remove the Non-complying owner's a non-complying Improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the other owners may have at law, in equity, or in this Declaration.

c. If for any reason the ARC fails to notify the Non-complying Owner of any noncompliance with previously submitted and approved plans within 60 days after receipt of such written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with such approved plans.

d. All construction, alteration or other work shall be performed as promptly and diligently as possible and shall be completed within 3 months after the date on which the work commenced, unless ARC specifically, and in writing, approves a longer work period.

Section 6.6: Scope of Review: Non-responsibility. The ARC shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely for reviewing, nor shall its approval or inspection of any plan, design or Construction Activities be deemed approval of any plan, design or structure from the standpoint of safety or conformance with any governmental, building, zoning, or other codes.

Section 6.7: Variances. The ARC may authorize variances from compliance with any of the architectural provisions of the Declaration, when circumstanced such as topography, drainage, natural obstructions, hardship, aesthetic or environmental considerations may require such variances must be evidenced in writing and must be signed by the ARC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred

with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the property and provision covered by the variance, nor shall it affect the Owner's obligation to comply with all laws and regulations, including but not limited to zoning and building ordinances and setback requirements.

Section 6.8: Certain Exceptions. The ARC may also exempt certain types or classes of Improvements from the provisions of this Article VI if approval is not required to carry out the purposes of this Declaration.

Section 6.9: Architectural Style and Square Footage. All homes will be a Tuscan / Mediterranean or French Country design. All homes will have tile roofs with a minimum 5:12 pitch and no vinyl or aluminum siding or sofet. All homes will be a minimum of 3,200 square feet (Rambler style) or a minimum of 3,800 square feet in the case of a two story home – with no less than 2,400 square feet on the main floor. All homes must incorporate 25% stone on the front of the home. All homes will include brick, and/or copper trim and/ or wood beam / corbles and or wrought iron on the front of the home. All homes will have low E windows and windows may not have reflective coating. All homes must have a minimum 9' plate on the main and second floor. All homes must have a 3+ attached garage. Garage door heights on the home may not exceed 10'.

Section 6.10: Stand alone garages / shops. Homeowners may build a single-story stand alone garage / shop on their property. The building cannot be used as a place of business (office, warehouse, etc.). The building cannot exceed 1,800 square feet. It cannot contain living quarters. It cannot exceed 22' in height to top of roof. It must have the same style of finish as the house as referenced in 6.9 including stone etc.. One garage door may be up to 14' to accommodate a motor home / coach with the other door(s) not exceeding 10'. The building must be within 20' of the property rear boundary line. The building plans must be approved by the ARC prior to any construction activities.

Section 6.11: Boat / RV / Trailer / Business vehicle parking. Any boats, RVs, trailers, business vehicles may not be parked in the driveway for more than 24 hours. The owner is required to park these vehicles behind the front setback line and they must be stored in the house garage or in a shop / garage or they must be stored on a concrete pad behind the front setback line. Owners acknowledge that a violation entitles a member of the homeowners association to contact a member of the home-owners association board to request towing and / or fine the homeowner \$25 per day.

ARTICLE VIII

AMENDMENTS TO DECLARATION

Section 7.1: In General. Except in cases of amendments that may be executed by Declarant in the exercise of its Development Rights, amendments, to this Declaration, may be made only by majority vote or agreement of Owners of the Units.

Section 7.2: Limitation of Challenge. An action to challenge the validity of an amendment adopted pursuant to this Article may not be brought more than one year after the amendment is recorded.

Section 7.3: Recordation of Amendment. Each amendment to this Declaration must be recorded in the Office of the Recorder, and the amendment is effective only upon recording.

Section 7.4: Unanimous Consent. Except to the extent expressly permitted or required by other provisions of the Declaration or state statutes, an amendment may not create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, or change the uses to which any Unit is restricted, except by unanimous consent of the Owners affected and consent of a majority of the Owners of the remaining Units.

Section 7.5: Execution of Amendments. Any amendment to this Declaration which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Owners.

Section 7.6: Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 7.7: Amendments To Create Units. To exercise any Development Right reserved under Section 3.1, Declarant shall prepare, execute and record an amendment to the Declaration. The amendment to this Declaration shall assign an identifying number to each new Unit created.

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

Section 8.1: Enforcement.

a. Any Owner shall have the right to enforce by any proceedings at law or in equity, each covenant, condition, restriction and reservation now or hereafter imposed by the provisions of this Declaration.

b. In the event the Declarant, or any Owner shall commence litigation or arbitration to enforce any of the covenants, conditions, or restrictions herein contained, the prevailing party in such litigation shall be entitled to costs of suit and such attorney's fees as the court may adjudge reasonable and proper.

Section 8.2: Captions. The captions contained in the Documents are inserted only as a matter of convenience and for the reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 8.3: Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Document so requires.

Section 8.4: Waiver. No provisions contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.5: Invalidity. The invalidity of any provision of the Documents does not impair or affect the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of the Documents shall continue in full force and effect.

Section 8.6: Notices. Any notices permitted or required to be given under the declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given to the ARC or Declarant for the purpose of service of notices, or to the residence of such person if no address has been given to the ARC or Declarant.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 6th day of February, 2005

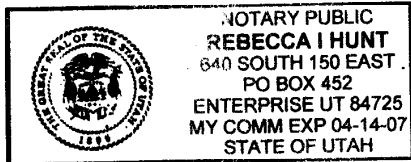
DECLARANT
Sinda Dev., Inc.
A Utah Corporation

Sinda Development, Inc.
By: [Signature]
Its president

STATE OF UTAH)
 :ss.
COUNTY OF WASHINGTON)

On the 6th day of February, 2005, personally appeared before me Ivan Szu, a representative of Sinda Development, Inc, a Utah Corporation, the signer of the within instrument, who duly acknowledged to me that he/she executed the same.

[Signature]
Notary Public in and for said County and State



File No. 124312-Amended

EXHIBIT "A" - LEGAL DESCRIPTION

Beginning at the Southeast Corner of that particular property as shown in "Special Warranty Deed" recorded as Entry No. 649582, records of Washington County, said point also being located South 89°07'23" East, 2006.62 feet along the Center Section line and North 0°24'27" East, 33.00 feet from the West Quarter Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base and Meridian and running thence North 0°24'27" East, 1250.08 feet along the East line of said Deed to a point on the Southerly boundary of "PHEASANT MEADOW", according to the Official Plat thereof, records of Washington County; thence South 89°40'52" East, 647.94 feet along said boundary line to the Southeast Corner of said "PHEASANT MEADOW" boundary, said point also being a point on the Westerly right of way line of 300 East Street, according to the JOHN M. MACFARLANE SURVEY of the Northwest Quarter (NW¼) of said Section 35; thence South 0°27'21" West, 1256.38 feet along said right of way line to a point on the Northerly right of way line of 3090 South Street, according to said JOHN M. MACFARLANE'S SURVEY; thence North 89°07'23" West, 646.90 feet along said right of way line to the point of beginning.

 PROOFREAD

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