

M. Patterson Construction
2245 N. 1200 E.
Lehi, UT 84043

ENT 98212:2000 PG 1 of 25
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Dec 12 10:02 am FEE 70.00 BY ML
RECORDED FOR PAYSON CITY

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, and RESTRICTIONS
OF
PAYSON VIEW ESTATES PLAT D**

(A Planned Residential Development, Phase 1 and Phase 2)

We, the undersigned, owners of the following described real property, to-wit:

Payson View Estates Plat D

(A Planned Residential Development, Phase 1 and Phase 2)

do hereby make the following declarations as to limitations, restrictions and uses to which the single family lots of the Payson View Estates Plat D, A Planned Residential Development ("Development" or "Subdivision" or "Project") shall be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land within the above mentioned Plat as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the said subdivision, this declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and design and use as herein specified. Payson View Plat D, Planned Residential Development, Phase 1 and Phase 2, is in two (2) phases known as Phase 1 and Phase 2 as designated on the Plat attached as to this Declaration as Exhibit A. Phase 1 consists of ten (10) residential lots. Phase 2 consists of three (3) buildings which contain a total of ten (10) multi-family units. Payson View Plat D, Planned Residential Development, Phase 1 and Phase 2 shall be governed by these CC&Rs as well as the by the By-laws which are attached to this Declaration as Exhibit B.

A. AREA OF APPLICATION

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property listed in the above-described property as shown in Exhibit A, with some specific references to Phase 1 and Phase 2.

B. ARCHITECTURAL AND LANDSCAPE COMMITTEE

The Architectural and Landscape Committee ("Committee") shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this Committee. The original members of the Committee shall be Wayne Patterson, James Patterson, and Linda Brienholt. In the event of death or resignation of any member, the surviving members of the Committee shall have full authority to appoint another person(s) to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee should be residents of the subdivision at the time of their appointment. Should any member move his residence from the subdivision, he or she shall be disqualified to serve and the Committee shall declare a vacancy. Sale or transfer of all ownership interest of a member's home in the Development shall constitute resignation from the Committee unless the member is rebuilding in the Development.

C. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type – Phase 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot in Phase 1 other than a single family dwelling, not to exceed 2 stories in height and an attached private garage for not less than two cars not less than four hundred (400) square feet. No modular homes are allowed on the lots. Roof lines must be kept at 5/12 pitch or higher, unless special permission is granted by the Committee upon review of plans, specifications and lot location. The ground floor of single story and split homes, exclusive of one-story open porches and garages, shall not be less than 1,100 square feet within the outside perimeter of the main structure, excluding garages, porches, verandas, carports, patios, *etc.*, unless approved by said Committee; and two-story homes shall not be less than 1,800 square feet excluding garages, porches, verandas, carports, patios, *etc.*, unless approved by said Committee. Dwelling locations shall comply with Payson City setback requirements. It is agreed by Owner, Payson City, and current/prospective owners in this development that the older, existing residence located on Lot #41 is deemed to be conforming to all requirements and ordinances.

2. Land Use and Building Type – Phase 2. Phase 2 consists of three (3) buildings which contain a total of ten (10) multi-family residential units. Each town home unit shall contain, at a minimum, an attached single-car garage. Declarant will provide eleven (11) additional off-street parking spaces, together with a twenty-foot by twenty-foot (20' x 20') asphalt pad for storage of items in Phase 2.

3. Roof Type. The roof material shall be minimum 20-year grade asphalt (subject to Committee approval for color and grade) or wood shingle or tile.

4. Exteriors – Phase 1. All dwelling units shall be constructed with One Hundred Per Cent (100%) exterior hard surface (brick, stone, or stucco) on the street facing walls and Fifty Per Cent (50%) exterior hard surface on the gross area of the remaining walls, which construction shall be enforced by the Committee. All exterior elevations and colors shall be approved by the Committee. Home exteriors shall conform to the general theme of neighborhood design as determined by the Committee.

5. Exteriors – Phase 2. It is declared and agreed that Phase 2 building exteriors will be constructed substantially according to the plans which are attached as Exhibit C.

6. Landscaping.

A. The front of each individual Phase 1 lot shall be landscaped by the title holder before a Certificate of Occupancy can be issued by Payson City. The lot shall be completely landscaped within 1 year of the issuance of a Certificate of Occupancy, including automatic sprinkler systems. Phase 2 landscaping will conform to the landscape design provided to Payson City and shall be completed prior to the issuance of a Certificate of Occupancy.

B. In order to assure uniformity of street appearance, no trees are to be planted upon city property or property on the street side of any through sidewalk without specific approval in writing of the Committee. The following trees, because of their undesirable characteristics, are prohibited in the development:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Placanus Occidentalis	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Bolleana	Bolleana Poplar
Populus Angustifolia	Narrow-leaf Poplar
Populus Deltoides	Carolina Poplar
Populus Fremontii	Fremont's Poplar
Populus Nigra Italica	Lombardy Poplar
Robinia Pseudoacacia	Black Locus
Ulmus Pumila	Siberian Elm

7. Fences. All fences must comply with Payson City Ordinance and be approved by the Committee and Payson City prior to construction of the fence.

8. Ingress/Egress. No lot within the subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of this subdivision.

9. General. Prior to construction, the lot owner shall be responsible for clearing weeds and debris.

10. Vehicles, RV's, Trailers. Lot owners/Unit owners in Phase 1 and Phase 2 shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicles on the street during their visit, but not to exceed one week at a time. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard, setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets. Boats, trailers, other recreational vehicles, large trucks or commercial vehicles parked on any lot shall be screened from view with attractive and well maintained vegetation, an attractive and well maintained fence, or other sight obscuring structures approved by the Committee. Declarant will provide eleven (11) additional off-street parking spaces, together with a twenty-foot by twenty-foot (20' x 20') asphalt pad for storage of items in Phase 2.

11. Storage Tanks. No tank for the storage of fuel is allowed in the development.

12. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Payson City Ordinances.

13. Building Materials. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then, the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

14. Easements. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

15. Animals. Keeping of animals other than those ordinarily kept as family pets shall be forbidden. Keeping of animals shall comply with the animal control ordinance of Payson City.

16. Nuisances. No obnoxious, offensive, or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

17. Signs. No signs, billboards nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 4x8 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.

18. Trash. No trash, ashes nor any other refuse may be dumped or thrown on any lot hereinbefore described or any part of portion thereof. All homes must subscribe to city garbage disposal service.

19. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

20. Relocated Building and Modular Homes. No building which was formerly located on another site shall be moved on to a lot in this Development. Also modular homes are restricted from being placed on a lot in this Development.

21. Open Space and Public Trails. Owner and Payson City agree, as per the attached plat, that all open space, common areas, Dry Creek, and public trails in Phase 1 are dedicated to and owned by Payson City.

D. Phase 1 – NEW BUILDING AND PROCEDURE

1. To maintain a degree of protection to the investment which house owners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be viewed as a part of the approval process.

2. Preliminary Plans. (To be filed for approval and accepted before final plans are begun.) Preliminary Plans shall include as minimum the following:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the house.
- d. One major section through house.
- e. A perspective (optional).

Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence.

3. Final Plans. (To be filed for approval and accepted before construction is begun.) Final Plans shall include as minimum the following:

- a. Plot plans to scale showing the entire site, buildings, garages, walks, drives, and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- b. Detailed floor plans.
- c. Detailed elevations, indicating all materials and showing existing and finished grades.
- d. Detailed sections, cross and longitudinal.
- f. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used. Supplement these with a notation of the colors of all materials to be used on the exterior of the residence.

4. Committee Procedure. The members of the Committee in agreement that constitute a majority shall affix their signatures to any plans upon which the Committee has taken action, shall indicate the date of the action, and shall indicate the nature of the actions. On occasions when a member of the Committee shall be in opposition, a majority of two in favor shall govern.

- a. That the Committee shall accept or reject:
 1. Preliminary Plans of proposed residences (as defined herein).
 2. Final Plans of proposed residences (as defined herein).
 3. Planning Problems or complaints by property owner.
- b. The Committee shall act within fourteen days on the preliminary plans, and place its action in writing to be held as a permanent record, with copies to the parties concerned.
- c. The final plans shall be delivered to the Committee which shall accept or reject them within seven days and so notify the owner in writing.
- d. Any owner whose plans are rejected shall meet with the Committee at the Committee's invitation where they shall be informed of the nature of the cause of the action so that they can take the steps necessary toward obtaining approval of his plans.

e. The Committee has the authority to judge buildings, materials, fences, painting, etc., on whatever basis available to it with the aim of preserving what it feels are the best interest of the property owners represented. These shall include aesthetics, reasonable protection of view, permanence of materials, etc. All decisions of the Committee shall be final.

f. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.

E. GENERAL PROVISIONS

1. Extent of Obligation. The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators, and assigns, and are imposed upon the land as an obligation and charge the same for the benefit of the grantors herein named, their successors and assigns as a general plan for the benefit of the subdivision.

2. Amendment. The said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners.

3. Enforcement. In the event of violation of any of these covenants, the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne by property owners proportionately by lot or unit ownership in the subdivision.

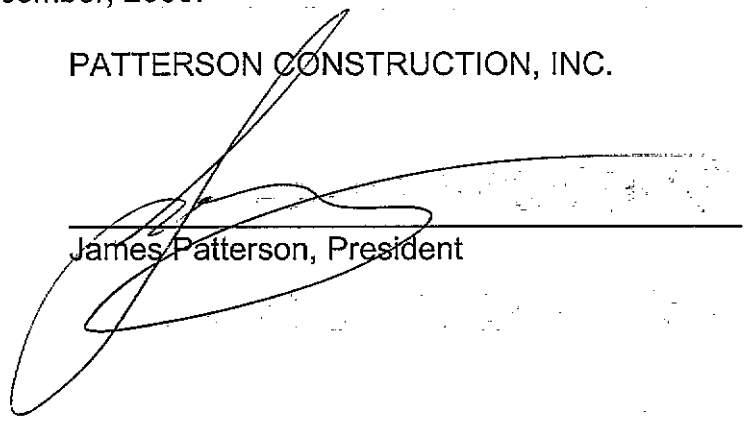
4. Severability. Invalidation of any one of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

5. No Recourse. The protective covenants, conditions, and restrictions set forth in this Declaration are established for the benefit of the Subdivision. Any damage, loss, claim, or liability which might arise due to any decision, act, or failure to act regarding this Declaration, by the Undersigned or any of its agents, shall be exempt from any civil claim or action brought by any person owning or having an interest in any lot or property within the Subdivision, or by any other person. The Undersigned shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied). Any errors or omissions in the design of any building or landscaping or any violation of city or county ordinance is the sole responsibility of the homeowner or buyer. In the event proper procedures have not been followed in regards to any of these covenants, conditions, and restrictions, these covenants, conditions and restrictions will continue to govern and preside in full force and effect and will remain fully enforceable to all property owners.

6. Homeowners Association Membership. Membership in the Payson View, Plat D Homeowners Association by Owners in Phase 2 (town homes/multiple family units) is mandatory. Membership in the Association by Owners of a single family lot/residence in Phase 1 is optional, effective upon payment of fees and assessments regularly due to the Association. The Association shall abide by these CC&Rs as well as the By-laws attached as Exhibit B. At a minimum, the Association shall be responsible for the following in Phase 2: solid waste removal; and maintenance of the landscaping and private drive, including snow removal.

DATED this 5th day of December, 2000.

PATTERSON CONSTRUCTION, INC.


James Patterson, President

STATE OF UTAH)
) :ss.
COUNTY OF UTAH)

On this 5th day of December, 2000, personally appeared before me James Patterson, who being duly sworn did say, for himself, that he, the said James Patterson is President of Patterson Construction, Inc., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of the corporation, and said James Patterson duly acknowledged to me that said corporation executed the same.

SUBSCRIBED AND SWORN TO before me this 5th day of December, 2000.


Notary Public

Attachments:

- Exhibit A – Plat
- Exhibit B – By-laws
- Exhibit C – Phase 2 building plans



Exhibit A

Exhibit B

OF

PAYSON VIEW ESTATES, PLAT D HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Payson View Estates, Plat D Homeowners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at 2245 North 1200 East, Lehi, Utah, 84043. Meetings of Members and Directors may be held at the Association office or such places within the State of Utah, County of Utah, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Payson View Estates, Plat D Homeowners Association, its successors and assigns.

Section 2. "Properties or Project" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Payson View Estates, Plat D ("CC&Rs"), and such buildings and additions referred to as thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Unit Owners.

Section 4. "Unit" shall mean and refer to the elements of Phase 2 the Project which are not used in common with Owners of other Units. The boundaries of a Unit shall be the interior surfaces of its perimeter walls, floors, ceilings and the exterior surfaces of the balconies and/or terraces appurtenant to the Unit, if any. The Unit shall include both portions of the building so described and the airspace so encompassed.

Section 5. "Owner" or "Member" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of Phase 2 of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Membership in this Association by Owners in Phase 2 (town homes/multiple family units) is mandatory. Membership in this Association by Owners of a single family lot/residence in Phase 1 is optional, effective upon payment of fees and assessments regularly due to the Association.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Payson View Estates, Plat D ("CC&Rs") applicable to the Property or Project recorded in the office of the Utah County Recorder.

Section 7. "Declarant" shall mean and refer to the signer of the Declaration ("CC&Rs").

Section 8. "Board" shall mean the Board of Directors.

ARTICLE III

ASSOCIATION

Section 1. Composition. All of the Unit Owners, acting as a group in accordance with these By-Laws, shall constitute the Association. Except as to those matters which the Act specifically requires to be performed by the vote of the Unit Owners, the Administration of the Project shall be performed by the Association through the Board of Directors. Membership in this Association by Unit Owners in the town homes (or multiple family residences) in Phase 2 is mandatory. Membership in this Association by single family residence home owners in Phase 1 is optional.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Unit Owners, with the exception of the Declarant of the CC&Rs, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in a Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member(s) shall be the Declarant of the CC&Rs and shall be entitled to two (2) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or
- (b) on July 1, 2050.

Since Unit ownership may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by these By-Laws, where a quorum exists a majority of the votes of Unit Owners present in person or represented by proxy in good standing and entitled to vote is required to adopt decisions at any meeting of the Association. If the Declarant owns or holds title to one or more Units,

the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units is entitled.

Section 3. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of the meeting.

Section 4. Annual Meeting. Unless otherwise designated by the Board, the first annual meeting of the Association shall be held at 7:00 p.m. on the second Tuesday in March of each year, or at such other suitable date as may be designated by the Board from time to time. The place of meeting shall be at a location in Utah County, Utah, specified in the notice of meeting.

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or, after all of the Board has been elected by Unit Owners upon a petition signed and presented to the Secretary by Owners having not less than Thirty-three and One-third percent (33-1/3%) of the votes of all Owners. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 6. Notice of Meeting. It shall be the duty of the Secretary to mail, by United States mail, postage prepaid, a notice of (a) each annual meeting of the Unit Owners in Phase II and to those Owners in Phase I who have exercised the option to become Members of the Association, at least Ten (10) days in advance of such meeting and (b) each special meeting of the Owners at least four (4) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units and at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 7. Voting Requirements. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms and conditions of these By-Laws, and the Rules and Regulations, and shall have fully paid all due installments of assessments made or levied against him and his Unit by the Board as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

Section 8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, or if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof,

to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than five (5) days before the meeting.

Section 9. Quorum Voting. Except as may otherwise be provided herein or by statute, fifty-one percent (51%) of the Percentage Interest shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to that vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty percent (50%) of the percentage interest present in person or by proxy, shall decide any question brought before the meeting.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) roll call;
- (b) proof of notice of meeting;
- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) report of special Boards, if any;
- (f) election of inspectors of election if applicable;
- (g) election of Board Members, if applicable;
- (h) unfinished business; and
- (i) new business.

Section 11. Title to Unit. Title to Units may be taken in the name of natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association, or other entity capable of holding title to real property, or any combination thereof.

Section 12. Conduct of Meeting. The President shall, or in his absence the Vice-President, preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who, with the exception of the initial directors, should be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the Members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by

resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. Two Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the two Directors present at a duly held meeting shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) to determine assessments and to:
 - (1) fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period,
 - (2) send written notice of each assessment to every Owner subject

- thereto at least thirty (30) days in advance for each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after personally obligated to pay the same.
 - (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other Committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall, upon 24-hour request, and during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his Unit.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

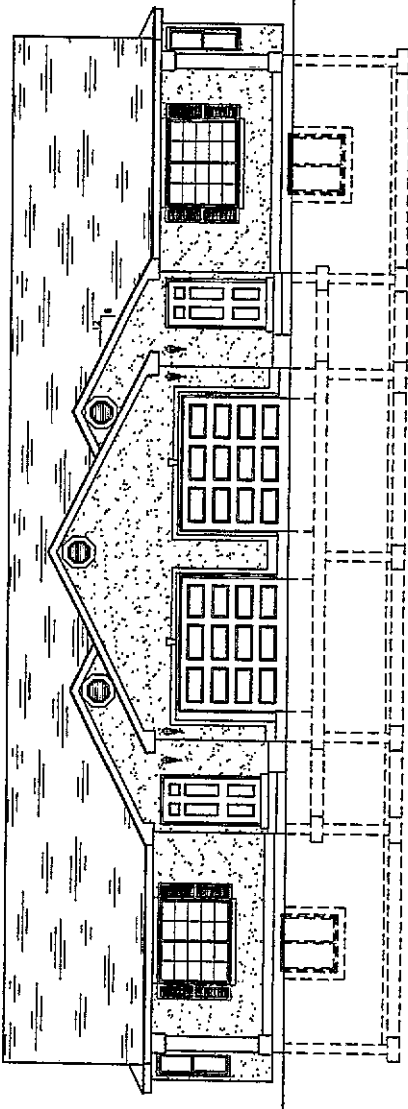
Section 2. In the event of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order or preference: (a) the Act; (b) the Declaration; (c) the Articles of Incorporation of the Association; (d) these By-Laws of the Association; and (e) the Rules and Regulations.

ARTICLE XIII

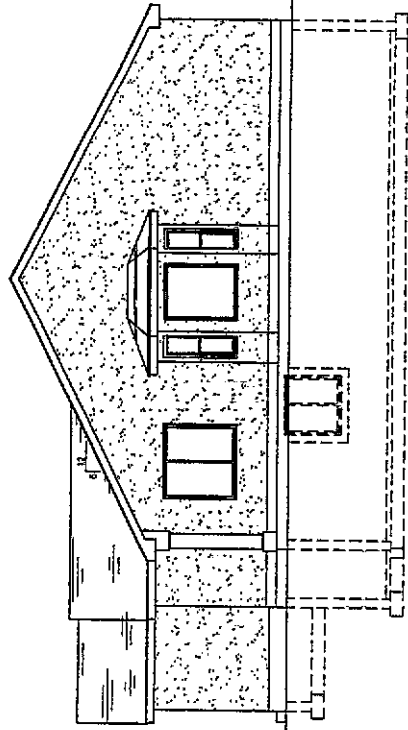
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

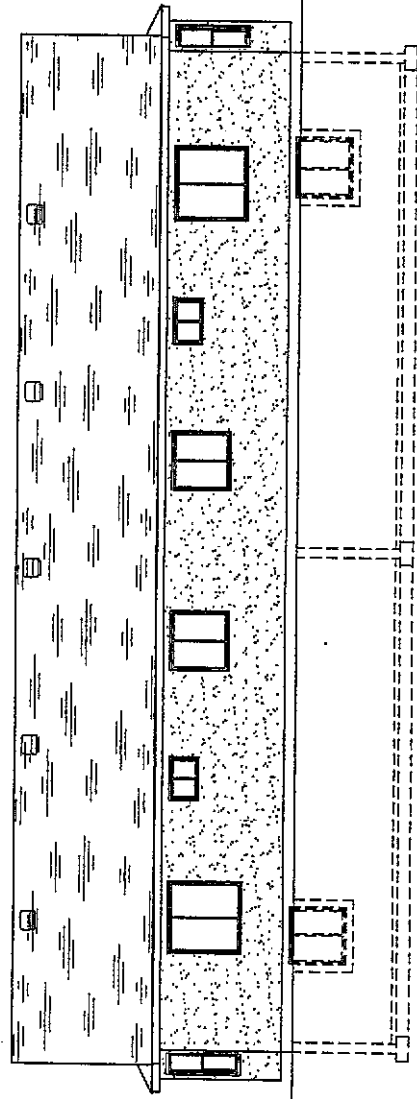
Exhibit C



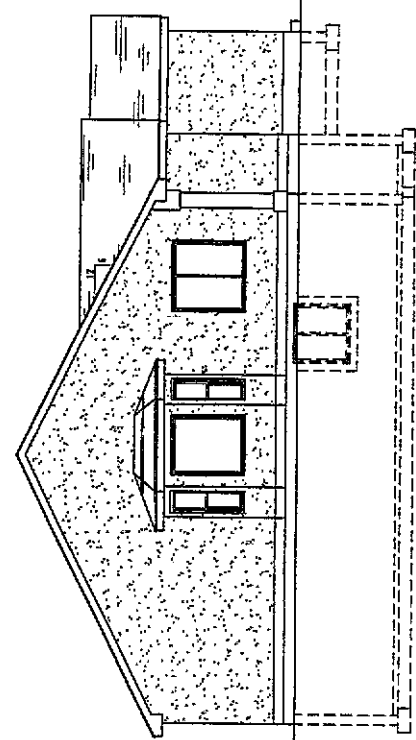
FRONT ELEVATION



RIGHT ELEVATION



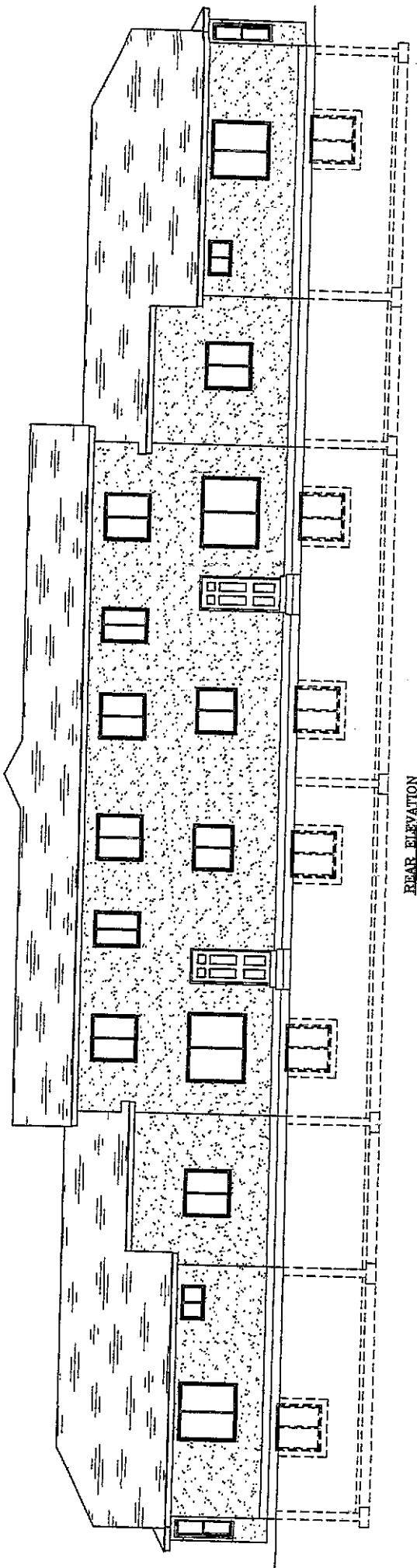
REAR ELEVATION



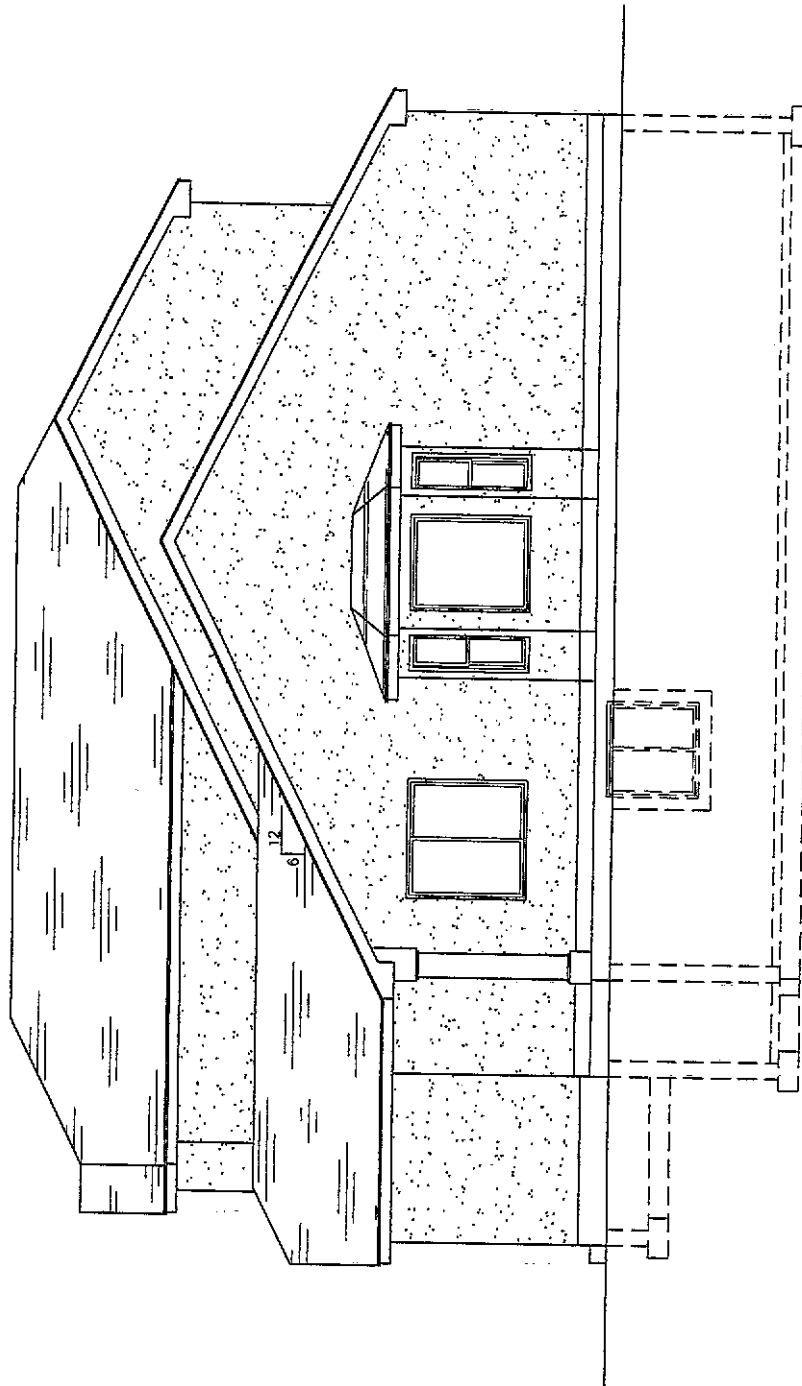
LEFT ELEVATION



JARED LARSEN 1400 LAKESHORE DR. ST. LOUIS, MO 63103
DATE: 11-16-04
PROJECT: 98212:2000
SHEET: 22 OF 25



REAR ELEVATION



RIGHT ELEVATION

1/2"