

03-146-0050 thru 0064
0067, 0068, 0069
0074 thru 0093
0103
03-272-0001 thru 0030

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR

105355 Bk 0664 Pg 1022
Susan Adams, Box Elder County Recorder
12/19/1997 11:25am FEE: 128.00 Dep:LA
Rec'd For: 1ST AMERICAN TITLE INS CO

EAGLE VIEW TOWN HOMES
A PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made this 25th day of September, 1997, by
Eagle View Realty Company, L.L.C., a Utah Limited Liability Company.

RECITALS:

A. Declarant (as that term is hereinafter defined) is the owner of certain properties (the "Properties") in the County of Box Elder, State of Utah, which is more particularly described in attached Exhibit A attached hereto and incorporated herein.

B. Declarant has deemed it desirable, for the efficient preservation of the values and amenities of and in the Properties, to create a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act, entitled Eagle View Owner's Association (hereinafter sometimes referred to as the "Association") to which should be delegated and assigned the powers of owning, maintaining and administering the Common Area (as those terms are hereinafter defined) and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

C. Declarant has caused or will cause the Association to be created, the members of which shall be the respective owners of Lots (as that term is hereinafter defined).

D. Declarant will develop and convey all of the Properties, as hereinafter defined, pursuant to a general plan for all of the Properties and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Properties as hereinafter set forth.

The Properties shall be subdivided into Thirty (30) Lots referred to herein after as Phase One of the Development ("Phase One").

Each Owner (as that term is hereinafter defined) of any of the Lots shall be a member of the Association. Upon the elimination of the Class B Membership as provided in Article IV, each of the Lots shall have one (1) vote in the Association. The common obligations shall be distributed in like percentages with each Lot owner obligated for one thirtieth (1/30) of the total common obligations.

E. Declarant hereby declares that all of the Properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Properties, or any portion thereof. The covenants, conditions, restrictions reservations, easements and equitable servitudes set forth herein shall run with the Properties and shall be binding upon all persons having any right, title or interest in the Properties or any part thereof, and upon their heirs, successors and assigns, and shall inure to the benefit of every portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successors in interest and each Owner and his respective successors in interest; and may be enforced by an Owner and his successors in interest and by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's rights to complete developments of the Properties and construction of improvements thereon, nor Declarant's rights to maintain model homes, construction, sales or leasing offices, or similar facilities, on any portion of any of the Properties owned by Declarant or the Association, nor Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE I

Definitions

Unless otherwise expressly provided, the following words and phrases, when used herein, shall have the meaning hereinafter specified:

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article VIII hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Utah Department of Commerce, Division of Corporations, and as such Articles may be amended from time to time.

Section 3. "Assessment" shall mean the charge against a particular Owner and his Lot, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Properties.

Section 4. "Special Assessments" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in the Declaration.

Section 5. "Reconstructive Assessment" shall mean a charge against each Owner and his Lot representing a portion or portions of the improvements on the Common Area pursuant to the provisions of this Declaration.

Section 6. "Capital Improvement Assessment" shall mean a charge against each Owner and his Lot representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Area which the Association may, from time to time, authorize.

Section 7. "Association" shall mean Eagle View Owners' Association, a corporation formed under the Utah Non-Profit Corporation and Cooperative Association Act, its successors and assigns.

Section 8. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary or holder under a Deed of Trust, as the case may be, and the assignees of such mortgages, beneficiaries and/or holders.

Section 9. "Board of Trustees" shall mean the Board of Trustees of the Association, elected in accordance with the Bylaws of the Association.

Section 10. "Bylaws" shall mean the Bylaws of the Association which have been or shall be adopted by the Board of Trustees, and as such Bylaws may be amended from time to time.

Section 11. "Common Area" shall mean all the real property and improvements, including without limitation any and all landscaped areas, walkways, private roads, water and water rights in, under, or pursuant to the Weber - Box Elder Conservation District, a political subdivision of the State of Utah, and in, under, or pursuant to any irrigation water distribution system, sanitary storm sewer facilities, fences and easements and rights-of-way appurtenant to the Properties, which are owned by the Association for the common use and enjoyment of the Owners of Lots. Provided, however, the driveways shall be Limited Common Area as defined herein, the use of which is reserved to the owners of the separate Lots to which they are contiguous. The Common Area to be so owned by the Association at the time of the conveyance of the first Lot shall also include the property located in the County of Box Elder, State of Utah, as shown on the recorded plat of the Properties.

Section 12. "Common Expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments), including those costs not paid by the Owner responsible for payment, costs of the

management and administration of the Association, including, but not limited to compensation paid by the Association to managers, accountants, attorneys and other employees, the costs of all utilities, gardening and other services benefiting the common area, and all recreational facilities thereon; the costs of fire, casualty and liability insurance, workmen's compensation insurance and other insurance covering the Properties, and the costs of bonding the members of the management body; taxes paid by the Association; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Area or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Properties, for the benefit of all of the Owners of Lots. (It is understood, that Declarant shall not encumber, nor allow any lien to be placed on the Common Area where such encumbrance or lien arises from Improvements placed or to be placed on the Properties by Declarant.)

Section 13. "Declarant" shall mean and refer to Eagle View Realty Company L.L.C., a Utah Limited Liability Company, and its successors and assigns so long as Declarant assigns such rights of Declarant hereunder to any such successors and/or assigns by an express written assignment.

Section 14. "Declaration" shall mean and refer to this instrument as it may be amended from time to time.

Section 15. "Deed of Trust" shall mean and refer to a mortgage or a Deed of Trust, as the case may be.

Section 16. "Dwelling Unit" shall mean and refer to a living unit located on a Lot designed and intended for the use and occupancy as a residence by a single family.

Section 17. "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than three (3) persons not all so related, inclusive of their domestic servants, who maintain a common household in a residence on a Lot.

Section 18. "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, out building, walk-ways, sprinkler pipes, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment.

Section 19. "Limited Common Area" shall mean the driveways and yards contiguous to each Lot as shown on the recorded plat of the Properties, which shall be reserved and limited to the sole use of the Owner of each contiguous Lot.

Section 20. "**Properties**" shall mean and refer to all of the real property described in Exhibit A and as expanded pursuant to Article XVII hereof,

Section 21. "**Maintenance Funds**" shall mean the accounts and proceeds thereof created for the receipts and disbursements of the Association pursuant to Article VI hereof.

Section 22. "**Lots**" shall mean and refer to any residential lot or parcel of land shown upon any recorded subdivision plat of the Properties, with the exception of the Common Area.

Section 23. "**Manager**" shall mean the person, firm or corporation appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

Section 24. "**Member**" shall mean any person or entity holding a membership in the Association as provided herein.

Section 25. "**Mortgage**" and "**Mortgagee**" shall mean any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation, which will be void and reconveyed upon the completion of such performance. The term "Deed of Trust" of "Trust Deed" when used herein shall be synonymous with the term "mortgage". The term "Mortgagee" shall mean a person or entity to whom a mortgage is made and shall include the beneficiary of a Deed or Trust; "Mortgagor" shall mean a person or entity who mortgages his or its property to another (i.e., the maker of a mortgage) and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee".

Section 26. "**Notice and Hearing**" shall mean written notice and a public hearing before a tribunal appointed by the Board of Trustees at which the Owner concerned shall have opportunity to be heard in person or by counsel at Owner's expense, in the manner further provided in the Bylaws.

Section 27. "**Owner**" shall mean and refer to a person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Lot which is a part of the Properties, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation unless such person, persons, or entity has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure. For purposes of Article X only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees and lessees of any Owner.

Section 28. "**Person**" shall mean a natural individual or any entity with the legal right to hold title to real property.

Section 29. "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the County Recorder of the County of Box Elder, State of Utah.

Section 30. "Subdivision" shall mean a parcel of real property which has been divided or separated into Lots, shown on a Recorded subdivision map, including amended plats.

ARTICLE II

Owner's Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner and its guests or invitees shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Area which shall be appurtenant to and shall pass with title to every Lot and unit, subject to the following provisions:

(a) The right of the Association to reasonably limit the number of guests or Owners using the Common Area facilities.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof, including but not limited to the right and obligation of the Association to enforce all parking restrictions within the Common Area including as set forth in Section 3 of Article II herein.

(c) The right of the Association to charge uniform and reasonable admission and other fees for the use of the recreational facilities, if any, situated upon a portion of the Common Area; provided, however, that none of the Common Area facilities, recreational facilities, parking spaces or other amenities in the Properties shall be leased to the Owners.

(d) The right of the Association, in accordance with its Articles of Incorporation, Bylaws, and this Declaration, with the vote of or written assent of a majority of each class of members to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, and subject to the provisions of Article XIV of this Declaration, to mortgage, pledge, grant a deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the rights of the Owners.

(e) The right of the Association to suspend the voting rights and right to use the Common Area facilities by an owner for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such

voting rights or right to use the Common Area facilities shall be made only by the Board of Trustees of the Association, after notice and an opportunity for a hearing as provided in the Bylaws of the Association.

(f) With the consent of the Brigham City Corporation and subject to the provisions of Article XIV of this Declaration, the Association shall have the right to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority or utility for such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective unless an instrument signed by Members entitled to cast a majority of the voting power of the Class A and Class B Members agreeing to such dedication, release, alienation, or transfer, has been recorded.

(g) The right of the Declarant (and its sales agents, customers, and representatives) to the non-exclusive use of the Common Area and the facilities thereof, without charge, for sales, display, access, ingress, egress and exhibit purposes, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than nine (9) years after the date of recording of this Declaration. Upon the request of Declarant and upon the vote of a majority of voting power of the Class A Members, this term may be extended for an additional period of time.

(h) The right of the Association (by action of the Board of Trustees) to reconstruct, replace or refinish any improvement or portion thereof upon the Common Area, in accordance with the original design, finish or standard of construction of such improvements, or of the general improvements within the Properties, as the case may be; and not in accordance with such original design, finish, standard of construction, or general improvements within the Properties, only with the vote or written consent of the Owners holding a majority of the voting power of the Association.

(I) The right of the Association to replace destroyed trees or other vegetation and to plant trees, shrubs and ground cover upon any portion of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside in his dwelling unit, subject to reasonable regulation by the Board of Trustees.

Section 3. Easements for Parking. Temporary guest or recreational parking shall be permitted within the Common Area only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association shall prohibit parking by Owners or their guests or invitees on the public or other streets on and adjacent to the Properties and , through its officers, committees and agents, is hereby empowered to establish "parking" and "no parking" areas within the Common Area, as well as to enforce these parking

limitations by all means lawful for such enforcement, including the removal of any vehicle violating such parking limitations.

Section 4. Easements for City and County Use. In addition to the foregoing easements over the Common Area, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners, easements for city, county, state and federal public services, including but not limited to, the right of the police to enter upon any part of the Common Area for the purpose of enforcing the laws, and permanent easements in favor of Brigham City Corporation pursuant to the ordinances of the Brigham City Corporation to guarantee that the open spaces remain perpetually in the uses for which intended.

Section 5. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his Lot or any other portion of the Properties.

Section 6. Title to the Common Area. The Declarant hereby covenants, for itself, its successors and assigns that it will convey fee simple title to the Common Area described in Article I, Section 11 of this Declaration to the Association, free and clear of all encumbrances and liens, except easements, conditions and reservations set forth in this Declaration. Said conveyance shall be made prior to the conveyance of the first Lot to a purchaser from Declarant. Declarant shall similarly convey the Common Area of any property annexed to the Properties and made subject to this Declaration as it may be amended. Provided, however that Declarant shall not be limited in its activities on or over the Common Area necessary to complete any Improvements on the Properties.

Section 7. Taxes. Each Owner shall execute such instruments and take such action as may be reasonably specified by the Association to obtain separate real estate tax assessments on each Lot. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on more than one Lot not under common ownership or any part thereof, they may be, but are not required to be, paid by the Association, and each owner shall be obligated to pay or to reimburse the Association for, as the case may be, the Association's payment of taxes and assessments assessed by the County Assessor or other taxing authority against his own Lot, and for his interest, if any, in the Common Area.

Section 8. Real Property Taxes. The payment of real property taxes assessed against the Common Area is the responsibility of the Association. Provided, however, if for any reason the same are not timely paid, the payment of the taxes shall be the responsibility of and assessed against the Owners of the Lots, on a prorata basis. Notwithstanding the Association's responsibility for said taxes, the amount of said taxes shall be considered a Common Expense.

ARTICLE III

Membership in the Association

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Memberships in the Association shall not be assignable, except to the successor in interest of the Member, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot.

Section 2. Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such Lot and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A Class A member who has sold his Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board of Trustees before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee simple title to the Lot sold is transferred. In the event the Owner of any Lot shall fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Board of Trustees shall have the right to record the transfer upon the books of the Association and to act in accordance therewith. The Board of Trustees shall have the right to charge a reasonable Special Assessment against any Owner and his Lot, equal to the cost to the Association of effectuating any such transfer of his membership upon the books of the Association.

ARTICLE IV

Voting Rights

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership respecting the cluster housing development Lots, as follows:

Class A. Class A Members shall be all Owners and their successors in interest, with the exception of the Declarant for so long as it holds a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B Membership as provided below. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised in accordance with Article IV, Section 2 of this Declaration and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B Membership shall be the Declarant and it shall be entitled to three (3) votes for each Lot Owned by it. The Class B Membership shall cease and be converted to Class A Membership upon the happening of any of the following events, whichever occurs earliest:

(a) When the total votes outstanding in the Class A Membership, inclusive of votes attributable to any property annexed to the Properties and made subject to this Declaration Pursuant to Article XVII, equals the total votes outstanding in the Class B Membership; or

(b) Twelve (12) years from the date of recording this Declaration; or

(c) On voluntary cancellation of the Class B Membership by Declarant.

Section 2. Vote Distribution. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one holds such interest or interests in any Lot ("co-owner"), all such co-owners shall be Members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may, from time to time, designate in writing one of their number to vote. Fractional votes shall not be allowed and the Class A vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board of Trustees receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or by the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in the Declaration and in the Articles of Incorporation and Bylaws of the Association.

ARTICLE V

Duties and Powers of the Association

The Association, acting through the Board of Trustees, shall also have the power and duty to:

(a) Maintain, repair and otherwise manage the Common Area and all facilities, improvements and landscaping thereon, in accordance with the provisions of Article VI of the Declaration.

(b) Maintain all private sewer systems within the Common Area.

(c) Pick up and dispose of garbage, or arrange for the pick up and disposal of garbage by public agencies, or contract for the pick up and disposal of garbage by contract with private agencies.

(e) Maintain such policy or policies of liability, fire, and casualty insurance with respect to the Common Area and personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the Bylaws of the Association.

(f) Employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association, and to delegate its powers to committees, officers and employees. Any such management agreement shall be for a term of not in excess of three (3) years, subject to cancellation by either party without cause upon 90 days written notice or payment of a negotiated termination fee upon less than ninety (90) days written notice.

(g) After fifteen (15) days written notice, except in the event of emergency where no notice shall be required, without being liable to any Owner, enter upon any Lot for the purpose of enforcing, by peaceful means, the provisions of this Declaration or for the purpose of maintaining or repairing any such area if for any reason whatsoever the Owner thereof fails to maintain or repair any such area as required by this Declaration, all at the cost and expense of the Lot Owner, which cost and expense shall be a lien upon said Owner's Lots. Provided, however, that the Association shall have the right to enter into and upon any unit in an effort to respond to an emergency which threatens to cause imminent damage or destruction without prior notice.

(h) From time to time promulgate rules and regulations which shall be binding upon the Owners of the Lots.

(i) Do and perform any and all things as may be convenient or necessary in connection with the Properties.

ARTICLE VI

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants, and each owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or by use, occupancy or rental to a third party, is deemed to covenant and agree to pay to the Association (1) annual Assessments for common expenses; (2) Capital Improvement Assessments; (3) Special

Assessments; and (4) Reconstruction Assessments; such assessments to be established and collected as hereinafter provided. Such assessments, together with interest at the rate of eighteen percent (18%) per annum, costs and reasonable attorney's fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property and Lots against which 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 property at the time when the assessment fell due. Subject to the provisions of this Declaration protecting first mortgagees, the personal obligation for delinquent assessments shall pass to the successors in interest of such Owner, but shall not release the personal obligation of the person who was the owner of the property and/or Lots at the time when the assessment fell due. The Board of Trustees shall establish no fewer than two (2) separate accounts ("Eagle View, Maintenance Funds") into which shall be deposited all monies paid to the Association and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration. The Eagle View Maintenance Funds shall include: (1) an operating fund (the "Operating Fund") for current expenses of the Association; and (2) a Common Area reserve fund (the "Common Area Reserve Fund") for replacements, painting and repairs (which would or reasonably would be expected to recur on an annual or less frequent basis) of the Common Area facilities to the extent deemed by the Association to be reasonably necessary. The Board of Trustees shall not co-mingle any amounts deposited into any of the Eagle View Maintenance Funds with one another.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvements and maintenance of the Common Area, exterior maintenance, drainage system, storm drain system and of the dwelling units situated upon the Lots in the Properties as provided herein.

The assessments shall also be for an adequate reserve to be used as appropriate for maintenance, repairs and replacement of those elements of the common property and exterior maintenance that must be replaced on a periodic basis. However, disbursements from the Common Area Reserve Fund shall be made by the Board of Trustees only for the specific purposes set forth in this Article VI. Disbursement's from the Operating Fund shall be made by the Board of Trustees for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those purposes for which disbursements from the Common Area Reserve Fund are to be used. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any assessments to abate any nuisance or annoyance emanating from outside the boundaries of the Properties. Nothing contained herein shall limit, preclude or impair the establishment of additional maintenance funds by the Association, so long as the amounts deposited into any such fund are earmarked for specified purposes authorized by this Declaration.

Section 3. Damage to Common Area by Owners. The foregoing maintenance, repairs or replacements within the Common Area arising out of or caused by the wilful or negligent act of

an Owner, his family, guests or invitees, shall be done at said Owner's expense or a Special Assessment therefor shall be made against his Lot; provided, however, that the liability of an individual owner for such damage to the Common Area shall not be absolute, but shall only be that for which the Owner is legally responsible under state law.

Section 4. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be **ONE THOUSAND (\$1,000.00) DOLLARS** per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two thirds of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Capital Improvement and Reconstruction Assessments. In addition to the Assessments authorized above, the Board of Trustees may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Capital Improvement or other such addition upon the Common Area, including fixtures and personal property related thereto; provided, however that any such total assessment in excess of **TWO THOUSAND (\$2,000.00) DOLLARS** per lot shall have the vote or written assent of two thirds of the votes of each class of Members who are subject to such assessment.

Section 6. Notice of Quorum for any Authorizing under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Sections 4 and 5 of this Article shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting.

Section 7. Uniform Rate of Assessment. Assessments, Capital Improvement Assessment and Reconstruction Assessments provided for in this Article VI must be fixed at a uniform rate for all Lots within the Properties; provided, however, that the Association may, subject to the provisions of Section 3 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to wilful or negligent acts of said Owners, their guests or agents. All Assessments shall be collected on a regular basis by the Board of Trustees, at such frequency as the Board of Trustees shall determine.

Section 8. Date of Commencement of Assessments; Due Date. The annual Assessment shall commence upon the sale of the first Lot. The first annual Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the Bylaws. The Board of Trustees shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each Assessment period. Such assessments shall be billed quarterly to each Owner subject thereto. Written notice of any change in the amount of the annual Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

The Board of Trustees shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, including deposits in and withdrawals from the Common Area Reserve Fund and the Operating Fund, and shall cause to be distributed a copy of each such statement to each Member, and to each first mortgagee who has filed a written request for copies of the same with the Board of Trustees, in the manner provided in the Bylaws of the Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board of Trustees shall prepare and distribute to the membership of the Association, a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and deposits into the Common Area Reserve Fund, less any expected income and accounting for any surplus from the prior year's respective maintenance fund).

Each annual Assessment shall constitute an aggregate of separate assessments for each of the maintenance funds reflecting an itemization of the amounts assessed and attributable to prospective deposits into the Common Area Reserve Fund, the Operating Fund and any other maintenance fund established by the Association. If the estimated sums prove inadequate for any reason, including non-payment of any Owner's annual assessment, the Board of Trustees may, at any time, levy supplemental Assessments subject to provisions of Section 4 of this Article, for any of the Maintenance Funds which shall be assessed equally against the Owner of each Lot in the Properties.

Each annual Assessment may be paid by the Owner to the Association in one check or payment or in separate checks, as payments attributable to deposits into specified maintenance funds. In the event that any installment of an Assessment payment is less than the amount assessed and the payment does not specify the maintenance fund or funds into which it should be deposited, the receipt by the Association from that Owner shall be credited in order of priority, first to the Operating Fund, until that portion of the Assessment has been satisfied, and second to the Common Area Reserve Fund.

At the end of any fiscal year of the Association, the Board of Trustees may determine that all excess funds remaining in the Operating Fund, over and above the amounts used for the operation of the Properties, may be returned to the Members proportionately, or may be retained as Assessments by the Association. Notwithstanding anything contained in the Articles or Bylaws to the contrary, if prior to dissolution of the Association, the Association has not obtained tax exempt status from both the Federal and State governments, then upon such dissolution of the Association, any amounts remaining in the Common Area Reserve Fund shall be distributed to or for the benefit of the Members in a proportion equal to their individual, respective contributions.

Section 9. Exempt Property. The following property, subject to this Declaration, shall be exempt from the assessment herein:

- (a) All properties dedicated to and accepted by a local public authority; and
- (b) The Common Area.

ARTICLE VII

Effect of Non-Payment of Assessments; Remedies of The Association

Section 1. Effect of Non-Payment of Assessments; Remedies of The Association.

Any installment of an Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at the rate of eighteen percent (18%) per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board of Trustees to pay a late charge of **FIFTEEN (\$15.00) DOLLARS** or ten percent (10%) of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner, personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board of Trustees may mail an acceleration notice to the Owner and to each first mortgagee of a Lot which has requested a copy of the notice. The notice shall specify: (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessment for the then current fiscal year and sale of his Lot. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board of Trustees, at its option, may declare all of the unpaid balance payable without

further demand and may enforce the collection of the full Assessment and all charge thereon in any manner authorized by law and/or this Declaration.

Section 2. Notice of Assessment. No action shall be brought to enforce any assessment lien herein unless at least thirty (30) days has expired following the date a Notice of Assessment is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by Association in the office of the County Recorder in which the Properties are located; said Notice of Assessment must recite a good and sufficient legal description of any such lot, the record Owner or reputed Owner thereof, the amount claimed which may, at the Association's option, include interest on the unpaid assessment at eighteen percent (18%) per annum plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien, and the name and address of the claimant. Such Notice of Assessment shall be signed and acknowledged by an officer of the Association and said lien shall be prior to any Declaration of Homestead recorded after the date upon which this Declaration is recorded. The lien shall continue until fully paid or otherwise satisfied. The Notice of Assessment may be in the form of a notice of lien.

Section 3. Foreclosure Sale. Any such foreclosure sale provided for above may be conducted by the Board of Trustees, its attorneys or other persons authorized by the Board of Trustees in accordance with the provisions of the Utah Code Annotated, 1953 as amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Notice of Assessment was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by Association, but not to exceed the actual cost including reasonable attorneys' fees, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Board of Trustees stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed **FIFTEEN (\$15.00) DOLLARS.**

Section 5. Cumulative Remedies. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (meaning any recorded

mortgage with first priority or seniority over mortgages) made in good faith and for value and recorded prior to the date on which the assessment came due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or deed in lieu thereof, shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer but shall not release the personal obligation of the person who was the owner of the property at the time when the assessment fell due. However, no sale or transfer shall relieve such Lot from liability for any installments or assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII

Architectural Control

Section 1. Members of Committee. The Architectural Committee (sometimes referred to in this Declaration as the "Committee") shall consist of three (3) members. The initial members of the Committee shall consist of representatives of Declarant. Each of said persons shall hold office until the election of the first Board of Trustees by the membership of the Association. Thereafter, new members of the Committee shall be appointed by Board of Trustees and shall hold office until such time as they have resigned or been removed or their successors have been appointed, as provided herein. Members of the Committee may be removed at any time with or without cause. The Board of Trustees shall have the right to appoint and remove all members of the Committee.

Section 2. Review of Proposed Construction. Subject to Article X, Section 12 of this Declaration, no building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Architectural Committee. The Committee shall approve proposals of plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole; that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association. The Committee may condition its approval of proposals, plans and specifications upon such changes therein as it deems appropriate, upon the agreement by the Owner submitting the same to grant appropriate easements to the Association or to pay the costs of maintenance, or all three, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or setting forth additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of such fee shall be uniform, or that it

be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated, provided that in no event shall such fee exceed **FIVE HUNDRED (\$500.00) DOLLARS**. The Committee may require such detail in plans and specifications submitted for its review as it deems necessary and proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions, and samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval.

Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right, without any approval from the Association, Owners, or anyone else, to complete construction of any and all of the Units and Common Area improvements, including without limitation landscaping, including construction of units on the Properties as expanded pursuant to Article XVII of this Declaration so long as such construction and improvements are substantially equal in quality and design to the existing plans and specifications for development of the Units and Common Area. Provided, however, garages shall not be required for any Unit.

Section 3. Meeting of the Committee. The Committee shall meet, from time to time, as necessary to perform its duties hereunder, and shall complete its review and report of proposed construction within thirty (30) days after submittal of a request. The Committee may, from time to time, by resolution, unanimously adopt policies and rules in writing, and designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee taken without a meeting shall constitute an act of the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee 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 Committee shall not be deemed to constitute a waiver of any right to proceed without approval or consent as to any similar proposals, plans, specifications, drawings or other matter whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members. If one of the Committee members selected is a licensed architect and/or licensed landscape architect, those members of the Committee may be paid for their services and necessary expenses. The other members of the Committee shall receive no compensation for services rendered, but shall be reimbursed for expenses incurred by them in the performance of their duties hereunder.

Section 6. Inspection of Work. Inspection of work and correcting of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VIII, the Owner shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee, or its duly authorized representative, may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner, in writing, of such non-compliance within such sixty (60) day period, specifying the particulars of non-compliance and shall require the Owner to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Board of Trustees, in writing, of such determination, the nature of the non-compliance, and the estimated cost of correcting or removing the same. If a non-compliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of a notice from the Board of Trustees to do so. Thereafter, if the non-compliance has not been remedied by the Owner, the Board of Trustees, at its option, may either remove the non-complying improvement or remedy the non-compliance and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board of Trustees may levy a Special Assessment against such Owner for reimbursement.

(d) If for any reason the Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of the said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

Section 7. Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative shall be liable to the Association, or to any Owner, for any loss, damage or injury arising out of or in any way connected with the performance of the Committee member's duties hereunder, unless due to the wilful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but not be responsible for reviewing nor shall its approval of any plans or designs be deemed approval of, any plans or designs from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any amendment thereto, including from restrictions upon height, floor area, placement of structures, or similar restrictions, when so suggested by circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations. Such variances must be approved by Brigham City Corporation if legally necessary due to any applicable zoning or building codes. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any amendment thereto 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 or of any amendment thereto for any purpose except as to the particular improvement covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances, lot set back lines, or other requirements imposed by any governmental or municipal authority

ARTICLE IX

Maintenance and Repair Obligations

Section 1. Structural Maintenance Areas. No improvement, excavation or work that could in any way alter the structural support of a building or improvement on any Lot or any portion of the Common Area shall be made or done by any person other than the Association or its authorized agents. The Association shall maintain or provide for the maintenance in good order and repair, and shall reconstruct, replace or refinish, as needed, the structural support of improvements within the Common Area.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: repair, replacement and care of roofs, gutters, down-spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot, Limited Common Area or Common Area or the improvements thereon is caused through the wilful or negligent acts of an Owner, or through the wilful or negligent acts of the family, guests or invitees of said Owner, the costs of such maintenance or repair shall be added to and become part of a Special Assessment to which said Owner's Lot is subject.

Section 3. Maintenance Obligation of Association. Subject to the provisions of Section 2 of this Article, the Association shall maintain or provide for the maintenance of all Common Areas and all improvements thereon, including fences, entrance gates, streets, sidewalks, Common Area landscaping, landscaping equipment and lighting and utility mains, and any and all utility laterals to the Lot lines.

Section 4. Damage and Destruction Affecting Residences' Duty to Rebuild. If all of or any portion of any Lot or dwelling unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of said Lot or dwelling unit to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 5. Variance in Exterior Appearance and Design. Any Owner who has suffered damage may apply for approval to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such an approval shall be made in writing, together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The Architectural Committee shall grant such approval only if the design proposed by the Owner should result in a finished residence is in harmony with the exterior design of other residences on the Properties. Failure of the Architectural Committee to act within sixty (60) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes, shall constitute approval thereof. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement to such work.

Section 6. Time Limitation. The Owner or Owners of any damaged residence, the Association and the Architectural Committee shall be obligated to proceed with all due diligence hereunder and the responsible party shall commence reconstruction within six (6) months after the damage occurs, unless prevented by causes beyond their reasonable control.

ARTICLE X

Use Restrictions

All real property within the Properties shall be held, used and enjoyed subject to the following limitations and restrictions, and subject to the exemption of Declarant in Section 12 hereof:

Section 1. Single Family Residence. Subject to Section 3 of this Article X, each Lot shall be used as a residence for a single family residence and for no other purpose.

Section 2. Business or Commercial Activity. Subject to Section 3 of this Article X, no part of the Properties shall ever be used or caused to be used, nor are allowed nor authorized, in any way, directly or indirectly, for any business, commercial enterprise, manufacturing, mercantile operation, storing, vending or other such non-residential purposes; except Declarant, its successors or assigns, may use any portion of the Properties for a model home and for sales in accordance with paragraph "E" of the Recitals, and Article II, Section 1 (g) of this Declaration, and excepting professional and administrative occupations without external evidence thereof, for so long as such occupations are in conformance with Brigham City ordinances and are merely incidental to the use of the dwelling unit as a residential home.

Section 3. Real Estate Business. Subject to the provisions of Section 2 of this Article, no dwelling unit, Lot, Lot improvement or portion of the Common Area shall be used in the

conduct of any real estate business, gainful occupation, profession, trade office or other non-residential activity; provided, however, that Declarant, or its designees, shall have the non-exclusive right to use, without additional cost, the portions of any recreational building constructed on the Common Area for purposes of sales of Lots within the Properties, provided that such use does not unreasonably interfere with the use of any recreational facilities by members of the Association. Furthermore, as to any Lots owned by Declarant, Declarant shall have the unrestricted right to maintain model homes, with sales agents on site, thereon for sales purposes.

Section 4. Nuisances. No noxious or offensive activity (including but not limited to the repair or maintenance of motor vehicles) shall be carried on, in or upon any Lot or the Common Area or Limited Common Area nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Properties and the Board of Trustees shall have the right to determine if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, none of the following are permitted to be maintained upon any Lot or any portion of the Common Area: exterior speakers, horns, whistles, bells or other sound devises (other than security devises used exclusively for security purposes), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner, or any unreasonably offensive item, as determined by the Board of Trustees, that may be exposed to the view of any other Owner, without the prior written approval of the Architectural Committee. Provided, however, that Declarant shall not be prevented in any way from performing construction, reconstruction or repairs on the Properties.

Section 5. Signs. No sign, poster, display, billboard, or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Lot, without the prior written consent of the Architectural Committee, except for one sign for each dwelling unit of not more than three (3) feet by two (2) feet, advertising the property for sale or rent, and except signs, regardless of size, used by Declarant, its successors or assigns, to advertise any of the Properties during construction and sales periods. All signs or billboards, and the condition promulgated for the regulation thereof, shall conform to the requirements of the Brigham City Corporation.

Section 6. Parking and Vehicular Restrictions. No owner of any Lot shall park, store or keep any vehicle, except wholly within the parking area designated therefor. Any inoperable vehicle shall be stored only in garages. No Owner shall park, store or keep on any Lot, street (public or private) within the Properties, or on any other portion of the Properties, any vehicle, truck, camper (whether on a truck or not), large commercial type vehicle, truck, or any other vehicular equipment, mobile or otherwise any recreational vehicle, camper unit, motor home, truck, trailer (horse, utility, or otherwise), boat, mobile home, or other similar vehicle deemed to be a nuisance by the Board of Trustees, upon any uncovered parking space, so as to be visible from anywhere in the Properties, except as otherwise provided by the Board of Trustees. No

Owner of a Lot shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Area or Limited Common Area. Provided, however, recreational vehicles may be temporarily parked, from time to time upon an Owner's Limited Common Area for periods not to exceed seventy-two (72) hours for purposes of loading, unloading and cleaning. The Board of Trustees may remove or have removed any vehicle or object, as described herein, at the Owner's expense after 15 days written notice to said Owner. The Board of Trustees is empowered to act in its sole discretion with regard to the determination of the existence of a nuisance and its removal.

Section 7. Animal Restrictions. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except usual and ordinary dogs, cats, fish, birds and other household pets may be kept on Lots, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities, and provided that their ownership and maintenance is in compliance with applicable Brigham City ordinances. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Association or the Architectural Committee (or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. Association, acting through the Board of Trustees, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Trustees, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the Properties) or a person designated by the Declarant to do so, to a shelter under the jurisdiction of the local municipality in which the Properties are situated and subject to the laws and rules governing said shelter, or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animal brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to immediately clean up after such animals which have used any portion of the Common Area.

Section 8. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot, Common Area, or Limited Common Area except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. The manner of placing trash in receptacles for disposal shall be determined by the Board of Trustees. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles

therefor and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties as to be visible to other property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

Section 9. View Obstructions. No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot, except that Declarant may vary or exceed said height or location of any fence in accordance with its architectural plans. Each Owner, accepting a deed to a Lot, hereby acknowledges that any construction by Declarant may impair the view of such Owner and hereby consents to such impairment.

Section 10. Temporary Buildings. No outbuilding, basement, tent, shack, shed or temporary building or improvement of any kind shall be placed upon any portion of the properties, either temporarily or permanently. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence in the Properties, either temporarily or permanently. Provided, however, Declarant or its contractors or subcontractors shall be allowed to place temporary structures on the Properties in order to complete any Improvements.

Section 11. Common Area Facilities. Nothing shall be altered or constructed in or removed from the Common Area except upon written consent of the Association.

Section 12. Declarant Exemption. Declarant or its successors or assigns will undertake the work of constructing dwelling units and developing all of the Lots included within the Properties and any annexation thereto. The completion of that work and sale, rental and other disposal of dwelling units is essential to the establishment and welfare of the Properties, as expanded by annexation, as a residential community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of Lots improved with completed dwelling units. In order that said work may be completed and the Properties established as a fully occupied residential community as rapidly as possible, no Owner nor the Association shall do anything to interfere with and nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing, on any Lot owned by them, whatever they determine to be necessary or advisable in connection with the completion of said work, including, without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development; or

(b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, construction and maintaining, on any Lot or portion thereof, owned or controlled by Declarant or its successors or assigns or its or their representatives or their contractors or

subcontractors, such structures as may be reasonable necessary for the conduct of its or their business of completing said work and establishing the properties as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(c) Prevent Declarant, its successor or assigns, or its or their contractors or subcontractors, from constructing on any Lot or any portion thereof, owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing dwelling units and other improvements on the Properties as a residential community and of disposing of dwelling units thereon by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs on any Lot owned or controlled by any of them, or on the Common Area, as may be desired by Declarant, in connection with the sale, lease or other marketing of Lots and dwelling units in the Properties; or

(e) Prevent Declarant from establishing on Lots owned by Declarant, and on the Common Area, additional licenses, reservations and rights-of-way to itself, to utility companies and/or to others as may, from time to time, be reasonably desirable to Declarant for the proper development and disposal of the Properties.

Section 13. Outside Installation. No radio station or shortwave operators of any kind shall operate from any Lot or dwelling unit unless approved by the Board of Trustees. Exterior radio antennas, television antennas, satellite dishes or other antennas may only be erected or maintained in the Properties subject to the prior written approval of the Architectural Committee.

Section 14. Insurance Rates. Nothing shall be done or kept on or in the Properties which will increase the rate of insurance on any property insured by the Association without the prior written approval of the Board of Trustees, nor shall anything be done or kept in or on the Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any laws.

Section 15. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred (500") feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16. Further Subdivision. No Owner shall further partition or subdivide his Lot; provided, however, that this provision shall not be construed to limit the right of an Owner to: (a) rent or lease all or any portion of his Lot by means of a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Lot is not leased for transient or hotel

purposes; (2) sell his Lot; or (3) transfer or sell any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property. The terms of any such lease or rental agreement shall be subject, in all respects, to the provisions of this Declaration and Bylaws of the Association, and any failure by the Lessee of such Lot to comply with the terms of this declaration or the Bylaws of the Association shall constitute a default under the lease.

Section 17. Drainage. There shall be no interference with the established drainage pattern over any subdivision within the Properties, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For purposes thereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any subdivision is completed by Declarant or that which is shown on any plans approved by the Architectural Committee which may include drainage from the Common Area over any Lot or Lots in the Properties.

Section 18. Water Supply Systems. No individual water supply, sewage disposal system or water softener system shall be permitted on any Lot in the Properties unless such system is designed, located, constructed and equipped in accordance with the requirements and standards of the Brigham City Water Department, and all other applicable governmental authorities.

Section 19. Limited Common Area Upkeep. Every Owner shall keep and maintain the Limited Common Area appurtenant to its Lot in good condition, including but not limited to, mowing of yards, if any. The Board of Trustees, in its discretion, may set standards for such maintenance and take actions necessary to insure compliance with such standards.

ARTICLE XI

Fences

There shall be no fences or walls within or on the Properties except the fence and/or wall around the perimeter of the Properties and except party walls, except as previously approved in writing by the Architectural Committee.

ARTICLE XII

Damage or Destruction to Common Area

Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage or destruction to the Common Area, and the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within **TEN THOUSAND (\$10,000.00) DOLLARS** or less of being sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Lot Owners, notwithstanding any of the provisions of Article VI, Section 5 of this Declaration.

(c) If the insurance proceeds are insufficient by more than **TEN THOUSAND (\$10,000.00) DOLLARS** to effect total restoration to the Common Area, then by written consent or vote of a majority of the Owners, they shall determine whether: (1) to rebuild and restore in substantially the same manner as the improvements existed prior to the damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Lots; (2) to build and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of **TEN THOUSAND (\$10,000.00) DOLLARS** and which is assessable equally to all Owners but which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged; or (3) subject to the provisions of Article XIII, to not rebuild and to distribute the available insurance proceeds equally to the Owners and mortgagees of the Lots as their respective interests may appear.

(d) Each owner shall be liable to the Association for any damage to the Common Area not fully covered by insurance which may be sustained by reason of the negligence or wilful misconduct of said Owner or his family and guests, both minor and adult.

ARTICLE XIII

Insurance

Section 1. Common Area. The Association shall keep all buildings, improvements and all fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association and the Owner as beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of and proceeds shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

Premiums for all insurance carried by the Association are Common Expenses included in the Assessments made by the Association.

Section 2. Insurance Obligations of the Association. The Association shall insure each entire dwelling unit, including the structural portions of the dwellings unit, against loss or damage by fire or by any other casualty, under the standard form of extended endorsement and broad form now in use in the State of Utah or under such other insurance as may be required by any mortgagee of the residence. All such insurance shall be for the full replacement value of the dwelling unit and for the benefit of the Owner.

Section 3. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area facilities or other improvements in the Properties insured by the Association, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XII of this Declaration. If such insurance proceeds are insufficient to cover the costs of such repair or replacement of the property damaged or destroyed, the Association may, subject to the provisions of Article XII of this Declaration, make a Reconstruction Assessment against all Lot Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds, in addition to any other Assessments made against such Lot Owner in accordance with the provisions of Article VI, Section 5 of this Declaration. In the event of total destruction of all of the improvements in the Properties, the net proceeds of the insurance carried by the Association, after the payment of any and all related expenses, shall be divided proportionately among the Lot owners, such proportion based upon the original base sales price of each improved Lot at the time it was initially sold by the Declarant, provided that the balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Lot is so encumbered.

Section 4. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be thereby voided or impaired, that is maintained by the Association, the Association hereby waives and releases all claims against the Board of Trustees, the owner, the manager, Declarant and the agents and employees of each of the foregoing with respect to any loss covered by such insurance, whether or not caused by negligence or of breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 5. Liability Insurance. The Association shall obtain comprehensive public liability insurance, including medical payments, liquor liability insurance and malicious mischief, in the amount of \$1,000,000.00 per occurrence for personal injury and/or property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other. Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or other Lot Owners.

The Association shall obtain liability coverage on members of the Board of Trustees for negligent conduct.

Section 6. Fidelity Coverage. The Association shall obtain fidelity coverage against dishonest acts on the part of trustees, managers, employees and volunteers responsible for handling funds collected and held for the benefit of the Lot Owners. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Section 7. Other Insurance and General. The Association may also obtain, through the Board of Trustees, workman's compensation insurance and other liability insurance as it deems desirable, insuring each Lot Owner and the Association, Board of Trustees and/or Manager from liability in connection with the Common Area, the premiums for which are to be common expenses included in the Assessments made against the Owners. Such insurance policies shall have severability or interest clauses or endorsements which shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or other dwelling Lot Owners.

All policies shall be reviewed at least annually by the Board of Trustees and the limits increased at its discretion.

Notwithstanding any other provision herein, the Association shall continuously maintain in effect such casualty, flood, liability, bond and other insurance meeting the requirements for planned unit developments established by the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA), the Federal National Mortgage Association (FNMA), the Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA), the Veterans Administration (VA), the State of Utah Finance Agency (SUFA) and conventional lending institutions, so long as there are any mortgages on any of the Properties.

Section 8. Hazard and Theft Insurance. Each Owner shall be responsible for hazard and theft insurance on the contents of his property.

ARTICLE XIV

Mortgage Protection Clause

Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage

Association (GNMA), Federal National Mortgage Association (FNMA), Housing and Urban Development (HUD), the Federal Housing Administration (FHA), the Veterans Administration (VA), the State of Utah Finance Agency (SUFA) and conventional lending institutions to participate in the financing of the sale of Lots within the Properties, the following provisions are added hereto (and to the extent these added provisions conflict with any other provision of the Declaration, these added provisions shall control):

(a) Each first mortgagee of a mortgage encumbering any Lot, at written request, is entitled to written notification from the Association of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Each Owner, including every first mortgagee of a mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such mortgage, or by foreclosure of such mortgage or by deed (or assignment) in lieu of foreclose, shall be exempt from any "right of first refusal"

(c) Each first mortgagee of a mortgage encumbering any Lot which obtains a title to such Lot pursuant to the remedies provided in such mortgage or by foreclose of such mortgage, shall take title to such Lot free and clear of any claims of unpaid assessments or charges against such Lot which accrued prior to the acquisition of title to such Lot by the mortgagee.

(d) Unless at least sixty seven percent (67%) of first mortgagees (based upon one vote for each mortgage owned), and Owners have given their prior written approval, neither the Association or the Owners shall:

(1) by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell, or transfer the Common Area and the improvements thereon, directly or indirectly which are owned by the Association. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association, or the transfer of the Common Area or improvements to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause);

(2) change the method of determining the obligations assessments due or other charges which may be levied against a Lot Owner;

(3) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of the dwelling units, the maintenance of common property party walks, party walls or common fences and driveways or the up-keep of lawns and plantings in the Properties;

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

(5) use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvement

(e) First mortgagees shall have the right to examine the books and records of the Association during normal business hours.

(f) All first mortgagees shall be given: (1) thirty (30) days written notice prior to the effective date of any proposed material amendment to this Declaration or the Articles of Incorporation or Bylaws of the Association and prior to the effective date of any termination of an agreement for professional management of the Properties following a decision of the Owners to assume self-management of the Properties; and (2) immediate notice following any damage to the Common Area whenever the cost of reconstruction exceeds **TEN THOUSAND (\$10,000.00) DOLLARS** and as soon as the Board of Trustees learns of any threatened condemnation proceedings or proposed acquisition of any portion of the Properties;

(g) First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area property and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and the first mortgagee making such payments shall be owed immediate reimbursement therefor from the Association;

(h) First mortgagees, pursuant to their mortgages, shall have priority over Unit Owners in case of distribution of insurance proceeds or condemnation awards for losses to or taking of the Common Area property.

In addition to the foregoing, the Board of Trustees may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA, the SUFA or the GNMA or any similar entity so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first mortgages encumbering Lots with dwelling units thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their dwelling units, if such agencies approve the Properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.

Neither this Declaration nor the Articles of Incorporation nor the Bylaws of the Association will be amended in such a manner that the rights of any first mortgagee will be adversely affected.

ARTICLE XV

General Provisions

Section 1. Enforcement. This Declaration, the Articles of Incorporation, the Bylaws and such house rules as may from time to time be established by the Board of Trustees may be enforced by the Association as follows:

(a) Breach of any of the covenants contained in the Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, by the Association or the successor in interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and Court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors in interest.

(c) The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration or in the Bylaws shall not affect or impair the lien or charge of any bona fide first mortgage or Deed of Trust made in good faith and for value on any residential Lot or the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure, in a trustee's sale, or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs,

successors and assigns, perpetually, unless otherwise provided by an appropriate amendment hereto.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community recreational facilities and Common Area. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 5. Amendments. Subject to any right of the SUFA, VA or the FHA hereunder, this Declaration may be amended only by affirmative vote or written consent of the Owners holding not less than a majority of the voting power of each class of member; provided, however, that prior written approval of at least a majority of all first mortgagees must be obtained also, before Article XIV may be amended. Notwithstanding the foregoing, prior to the sale of the first Lot in the Properties, Declarant shall have the right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification in accordance with the laws of the State of Utah. For purposes of this Declaration, the sale shall be deemed to be the date upon which a Deed conveying a Lot is recorded in the office of the Box Elder County Recorder. Notwithstanding anything to the contrary contained herein, Declarant reserves the right, by itself, to amend the subdivision plat or plats and the Declaration, as amended from time to time, to provide for the adjustment of the Lot lines and boundaries and the Common Area lines and boundaries to accommodate the Units on said Lots as actually constructed.

Provided, further however, this Declaration shall not be amended in such a manner that the rights of any first mortgagee will be adversely affected.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public or for any public use. (Except as expressly shown on the recorded plat).

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in the Properties or any portion thereof does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquires an interest in the Properties, or any portion thereof.

Section 8. Reservation of Easements. Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners for the control, maintenance and repair of the utilities of adjoining Lot Owners. Declarant expressly reserves, for the benefit of all of the real property in the Properties and the Owners, reciprocal easements of access, ingress and egress over all Lots

and over the Common Area, for the use and enjoyment of the Lots in accordance with this Declaration, including without limitation, for installation and repair of utility services, for drainage over, across and upon adjacent Lots for water resulting from the normal use of adjoining Lots, for maintenance and repair of any dwelling. Such easements may be used by Declarant, its successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Properties, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area. No Owner of a Lot shall interfere with the established drainage pattern over his Lot from adjoining or other Lots. Each Owner of a Lot shall make adequate provision for drainage in the event he changes the established drainage over his Lot. For purposes of this Declaration, "established drainage" on any Lot is defined as the drainage pattern and facilities in existence at the time that such Lot is conveyed to a purchaser from Declarant. In the event that any dwelling unit encroaches upon the Common Area and facilities as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Declarant and the Lot Owners of each Lot on which there is constructed a dwelling unit along or adjacent to said Lot shall have an easement appurtenant to said Lot over the Lot line to and over the adjacent Lot, for the purposes of accommodating any natural movement or settling of any dwelling unit located on said Lot, any encroachment of any dwelling unit due to minor engineering or construction variances and any encroachment of eaves, roof overhangs and architectural features as part of the original construction of any dwelling unit located on said Lot. Declarant reserves the right to grant exclusive easements over certain limited portions of the Common Area, if necessary, to certain Lot Owners for yard purposes, as required by the Federal Housing Administration. Declarant further expressly reserves, for the benefit of the Association, its agents and employees, easement of access, ingress and egress over the Lots and Common Area, for the purpose of maintaining, repairing and installing sewer pipelines and laterals in accordance with the provisions of this Declaration and as otherwise provided by law. Each of the Lots and structures thereon shall be and are subject to easements for utilities through, over under and across said Lots and the structures thereon, including easements for the installation and maintenance of meters for such utilities.

Section 9. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered or provided either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice or to the unit of such person if no address has been given to the Association. Such address may be changed, from time to time, by notice in writing to the Association.

Section 10. No Representations or Warranties. No representations or warranties of any kind, express or implied, have given or made by Declarant or his agents or employees regarding or in connection with the Properties or any portion of the Properties, or any

improvements thereon, as to their physical condition, zoning, compliance with applicable laws, fitness for intended use or in connection with the subdivision, sale, operation, maintenance, cost of maintenance taxes or regulations thereof as a planned development, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the, Recorder of Box Elder County.

Section 11. Service of Process. The person to receive service of process for the Association is Scott W. Lee of Randle, Deamer Zarr, Romrell & Lee whose address is 139 East South Temple, Suite 330, Salt Lake City, Utah, 84111 Said Person may be changed by the Board of Trustees by the recordation of an appropriate instrument.

ARTICLE XVI

Party Walls

There exist party walls between structures on the Lots. The general common law rules with respect thereto apply. Neither Owner of a party wall may interfere with it to the detriment of the other or do anything to its structure that will weaken it. The common party wall shall not be removed, remodeled, damaged or changed in any manner whatsoever by either Owner.

Damages to or destruction of the party walls shall be repaired or replaced at the common, equal expense of each Owner.

ARTICLE XVII

Expansion of the Project

Reservation of Option to Expand Declarant hereby reserves the option to expand the Properties to include additional Dwelling Units upon any or all of the Property described in Exhibit B attached hereto (hereinafter "Additional Property"). Such option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire twelve (12) years from the effective date of the Declaration unless sooner terminated by Declarant's recorded waiver of such option, there being no other circumstances which will cause the option to expire prior to said twelve (12) years. Such right may be exercised without first obtaining the consent or vote of Owners and shall be limited only as herein specifically provided. Such Dwelling Units shall be constructed on any or all portions of the Additional Property as described in the attached Exhibit B.

Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Box Elder County, Utah, no later than twelve (12) years from the date of this Declaration, Supplement or Supplements (hereinafter "Supplemental Declaration or Declarations"), a legal description of the site or sites for new Dwelling Units, together with supplemental maps or plats containing the same information with respect to the new Dwelling Units as was required on the map or plat with respect to the Phase One Dwelling Units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

Expansion of Definitions In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Properties as so expanded. "Properties" shall mean the real property initially submitted under the Declaration, plus any Additional Property added to the Project by a Supplemental Declaration or by Supplemental Declarations, and reference to the Declaration shall mean this Declaration as so supplemented. All conveyances of Dwelling Units after such expansion shall be effective to transfer rights in the Properties, as expanded as set forth herein. The recordation in the office of the Box Elder County Recorder of a supplemental map or plat incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Units in the Properties as it existed before such expansion; the respective undivided interests in the new Common Areas added to the Properties as a result of such expansion. Such recordation shall also operate to vest such interest in any then mortgagee of any Dwelling Unit in the Properties as it previously existed.

Declaration Operative on New Units The Dwelling Units shall be subject to all the terms and conditions of this Declaration and of any Supplemental Declaration, and the Dwelling Units therein shall be subject to Planned Unit Development ownership with all the incidents pertaining thereto as specified herein upon recording the Supplemental Map or Plat and Supplemental Declaration in the said office of the Box Elder County Recorder.

Right of Declarant to Adjust Ownership Interest in Common Areas Each deed of a Dwelling Unit shall be deemed to irrevocably reserve to the Declarant the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas set forth in Supplemental or Amended Declaration. The proportionate interest of each Unit Owner in the Common Areas after any expansion of the Project shall be an undivided interest of the Project as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common areas in accordance with Supplemental or Amended Declarations recorded pursuant hereto and each deed of a Dwelling Unit shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the Dwelling Units may contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas may be effected more than twelve (12) years after the

effective date of the original Declaration except pursuant to Amendment as provided in Article XV herein.

Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Map or Plat incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Properties conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

Other Provisions Concerning Expansion If the project is expanded as described herein, then it is further provided that:

(1) All or any part of the land added to expand the Properties may be added to the development without any limitations whatsoever save and except that all additional Dwelling Units created must be restricted to multi-family residential housing limited to one family per Dwelling Unit.

(2) Portions of the land added to expand the Properties may be added at different times without any limitations.

(3) Declarant shall have the right without further conveyance or documentation to build roads and access ways over the Properties as expanded. The Association of Unit Owners shall not interfere with the construction of said roads and access ways.

(4) No assurances are made concerning:

(a) The locations of any improvements that may be made on any portion of the land that may be added to the Properties.

(b) The type, kind or nature of improvements which may be created on any portion of the Additional Property.

(c) Whether any Dwelling Units created on any portion of the expanded Properties will be substantially identical to those within Phase One or that Dwelling Units shall have garages.


(d) The type, size, or maximum number of Limited Common Areas which may be created within any portion of the land added to the Properties.

(5) Notwithstanding anything to the contrary which may be contained herein, this Declaration is not intended, and shall not be construed so as to impose upon Declarant any

obligation restricting, or to restrict Declarant in any way with regard to : (i) the creation, construction, or addition to the Properties of any additional property; (ii) the carrying out in any particular way or within any particular time of any development; which may be undertaken except as herein mentioned; or (iii) the taking of any particular action with respect to the Properties as existing or as expanded.

Declarant has executed this Declaration on the day and year first above written.

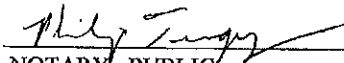
EAGLE VIEW REALTY COMPANY, L.L.C., a
Utah Limited Liability Company

By: 
Declarant

Craig D Wood, President
Mountain Realty Holdings, Inc.
Supervising Manager,
Eagle View Realty Company, L.L.C.

STATE OF New York
:ss.
COUNTY OF New York

On the 25th day of September, 1997, personally appeared before me Craig D. Wood, who being by me duly sworn did say that he is the President of Mountain Realty Holdings, Inc. the Supervising Manager of Eagle View Realty Company, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Company.



NOTARY PUBLIC

PHILIP TUGENDRAJCH
Notary Public, State of New York
No. 4632281
Qualified in New York County
Commission Expires December 31, 1997

EXHIBIT "A"

SURVEYOR'S CERTIFICATE

I, **K. GREG HANSEN**, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 167819 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS: **EAGLE VIEW SUBDIVISION- P.U.D. PHASE I** _____ AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN.

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 500 EAST STREET SOUTH 00°00'00" WEST 1119.73 FEET AND NORTH 90°00'00" WEST 619.92 FEET FROM THE NORTHEAST CORNER OF THE SAID NORTHEAST QUARTER, RUNNING THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 3 COURSES; (1) SOUTH 53°00'00" EAST 56.68 FEET; (2) TO THE RIGHT ALONG AN ARC OF A 50 FOOT RADIUS CURVE A DISTANCE OF 46.46 FEET, CHORD BEARS SOUTH 26°23'00" EAST 44.80 FEET; (3) SOUTH 00°14'00" WEST 205.06 FEET; THENCE TO THE RIGHT ALONG AN ARC OF 25.00 FOOT RADIUS CURVE A DISTANCE OF 39.27 FEET, CHORD BEARS SOUTH 45°14'00" WEST 35.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 900 SOUTH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°46'00" WEST 158.33 FEET TO THE SOUTHEAST CORNER OF LOT 25, BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT B; THENCE NORTH 00°14'00" EAST 304.04 FEET ALONG SAID LOT 25; THENCE SOUTH 89°46'00" EAST 117.85 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF 500 EAST STREET AND THE POINT OF BEGINNING. CONTAINING 1.24 ACRES AND 30 UNITS. Said property now described as: Units 11-1 through 11-15 and Units 12-1 through 12-15, Eagle View Subdivision, P.U.D., Phase I, and their appurtenant limited common areas and common areas.

EXHIBIT B

BRIGHAM INTERMOUNTAIN DEVELOPMENT (B.I.D.) PLAT B

Lots: 11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,28,29,30,35,36,37,37A,37B,38,

39,40,41,42,43,44,45,46,47,48,49,50,51,52,62

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113958 Bk 0684 Pg 0612
LuAnn Adams, Box Elder County Recorder
07/09/1998 2:28pm FEE: 15.00 Dep: PJ
Rec'd For: EAGLE VIEW REALTY CO LLC

SUPPLEMENTAL DECLARATION TO DECLARATION

03-227-0001 thru 0013 ✓

OF COVENANTS,

03-146-0064 ✓
0067 ✓
0070 ✓

CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS FOR

EAGLE VIEW TOWN HOMES

A PLANNED UNIT DEVELOPMENT

THIS SUPPLEMENTAL DECLARATION, Made as of the 11th day of May, 1998 by Eagle View Realty Company, L.L.C., a Utah Limited Liability Company. Pursuant to Section 5 of Article XV and Article XVII of the Declaration recorded on the 19th day of December 1997, in Book 0664 at Page 1022, as Entry Number, 105355, in the office of the County Recorder of Box Elder County, State of Utah, as no Lot has been sold as of the date hereof;

Said Declaration is hereby supplemented and amended as follows:

- 1) Pursuant to Article XVII of the Declaration, the Properties shall be expanded by the addition of Lots 14, 25, and 28 of B.I.D. Plat B.
- 2) Lot 31 of B.I. D. Plat B shall be added to Exhibit B of the Declaration.
- 3) All of the other terms and conditions of the Declaration shall remain in full force and effect.

Declarant has executed this Supplemental Declaration on the day and year first above written.

EAGLE VIEW REALTY COMPANY, L.L.C., a
Utah Limited Liability Company

By: 
Declarant

Craig D. Wood, President
Mountain Realty Holdings, Inc.
Supervising Manager,
Eagle View Realty Company, L.L.C.

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AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S)
FOR
EAGLE VIEW TOWN HOMES
A PLANNED UNIT DEVELOPMENT

This document is an amendment to the original CC&R's dated September 25, 1997 and recorded in the Box Elder County Recorder's Office on December 19, 1997 (Recorder Number 105355, Book 0664, Page 1022). Any article or Section not affected by the changes enumerated herein, shall remain effective as originally constituted.

Cover page, Title, "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF THE EASEMENTS FOR EAGLE VIEW TOWN HOMES, A PLANNED UNIT DEVELOPMENT" is amended to read as follows:

"DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR EAGLE VIEW HOME OWNER'S ASSOCIATION, A PLANNED UNIT DEVELOPMENT"

Article II, Section 1(c). "Owner's Easements of Enjoyment." is amended to read as follows:

The right of the association to charge uniform and reasonable admission and other fees for the use of the recreational facilities, if any, situated upon a portion of the Common Area; provided, however, that none of the Common Area facilities, recreational facilities or other amenities in the Properties shall be leased to the Owners. Excess parking spaces may be leased for a fee.

Article II, Section 3. "Easements for Parking." is amended to read as follows:

Temporary guest or recreational parking shall be permitted within the Common Area only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association, through its officers, committees and agents, is hereby empowered to establish "parking" and "no parking" areas within the Common Area, as well as to enforce these parking limitations by all means lawful for such enforcement, including the removal of any vehicle violating such parking limitations.

Article VI, Section 4(b). "Maximum Annual Assessment." is amended to read as follows:

From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of a majority of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Article VI, Section 6. "Notice of Quorum for any Authorizing under Section 4 and 5." is amended to read as follows:

E-mails or written notice of any meeting called for the purpose of taking any action by the Members authorized under Sections 4 and 5 of this Article shall be sent to all Members not less than fifteen (15) days, not more than thirty (30) days, in advance of the meeting.

Article VI, Section 7. "Uniform Rate of Assessment." is amended as follows:

Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI can be made unequally for units on Phase I (Arapaho) and Phase II (Yellow Feather) as needed and justified by separate accounting within the properties; provided, however, that the Association may, subject to the provisions of Section 3 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents. All Assessments shall be collected on a regular basis by the Board of Trustees, at such frequency as the Board of Trustees shall determine.

Article VI, Section 8. "Date of Commencement of Assessments: Due Date." is now amended as follows:

The annual Assessment shall commence upon the sale of the first Lot. The first annual Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the Bylaws. The Board of Trustees shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each Assessment period. Such assessments shall be billed monthly to each Owner subject thereto. Written notice of any change in the amount of the annual assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

The Board of Trustees shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, including deposits in and withdrawals from the Common Area Reserve Fund and the Operating Fund, and shall cause to be distributed a copy of each such statement to each Member, and to each first mortgagee who has filed a written request for copies of the same with the Board of Trustees, in the manner provided in the Bylaws of the Association. The first month of each fiscal year the Board of Trustees shall prepare a budget for that year and at the Association annual meeting, the Board of Trustees shall prepare and distribute to the membership of the Association, a written, itemized budget and itemized expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and deposits into the Common Area Reserve Fund, less any expected income and accounting for any surplus from the prior year's respective maintenance fund).

Each annual Assessment shall constitute an aggregate of separate assessments for each of the maintenance funds reflecting an itemization of the amounts assessed and attributable to prospective deposits into the Common Area Reserve Fund, the Operating Fund and any other maintenance fund established by the Association. If the estimated sums prove inadequate for any reason, including non-payment of any Owner's annual assessment, the Board of Trustees may, at any time, levy supplemental Assessments subject to provisions of Section 4 of this Article, for any of the Maintenance Funds which shall be equally assessed per phase against the Owner of each Lot in the Properties.

Each annual Assessment may be paid by the Owner to the Association in one prepaid annual payment or in twelve (12) equal monthly payments as payments attributable to specified maintenance funds. In the event that any installment of an Assessment payment is less than the amount assessed, the funds shall be credited in order of priority, first to the Operating Fund, until the portion of the Assessment has been satisfied, and second to the Common Area Fund, and then to any Special Assessment funds.

At the end of the fiscal year of the Association, the Board of Trustees may determine that all excess funds remaining in the Operating Fund, over and above the amounts used for the operation of the Properties, may be returned to the Members proportionately, or may be retained as Assessments by the Association. Notwithstanding anything contained in the Articles or Bylaws to the contrary, if prior to dissolution of the Association, the Association has not obtained tax exempt status from both the Federal and State governments, then upon such dissolution of the Association any amounts remaining in the Common Area Reserve Fund shall be distributed to or for the benefit of the Members in a proportion equal to their individual, respective contributions.

Article VII, Section 1. "Effect of Non-Payment of Assessments: Remedies of the Association." is amended to read as follows:

Any installment of an Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at the rate of eighteen percent (18%) per annum. If any installment of an assessment is not paid within fifteen (15) days after it is due, the owner responsible therefor may be required further by the Board of Trustees to pay a late charge of FIFTEEN (\$15.00) DOLLARS for every thirty (30) days that the installment is late. The Association may bring an action at law against the Owner, personally obligated to pay the same, and/or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. If any installment of an Assessment is not paid within fifteen (15) days after its due date, the Board of Trustees may mail, by postal or email, an acceleration notice to the Owner and to each first mortgagee of a Lot which has requested a copy of the notice. The notice shall specify: (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessment for the then current fiscal year and sale of his Lot. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board of Trustees, at its option, may delate all of the unpaid balance payable without further demand and may enforce the collection of the full Assessment and all charge thereon in any manner authorized by law and/or this Declaration.

Article IX, Section 2. "Exterior Maintenance." is now amended to read as follows:

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: repair, replacement and care of roofs, gutters, down-spouts, trees, shrubs, grass and walks. Such exterior maintenance shall not include glass surfaces. Capital Improvement Assessments and Reconstruction Assessments may be levied for maintenance of exterior building surfaces, garages and carports.

In the event that the need for maintenance or repair of a Lot, Limited Common Area or Common Area or the improvements thereon is caused by the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of said Owner, the costs of such maintenance or repair shall be added to and become part of a Special Assessment to which the said Owner's Lot is subject.

Article IX, Section 3. "Maintenance Obligation of Association." is now amended to read as follows:

Subject to the provisions of Section 2 of this Article, the Association shall maintain or provide for the maintenance of all Common Areas and all improvements thereon, including streets, sidewalks, Common Area landscaping, landscaping equipment and lighting and utility mains, and any and all utility laterals to the Lot Lines.

Article XV, Section 9, "Notices." is now amended to read as follows:

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered or provided either personally or by postal mail or by email. If delivery is made by postal mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by any such person to the Association for the purpose of service of such notice or to the unit of such person if no address has been given to the Association. If delivery is made by email, it shall be deemed to have been delivered twenty-four (24) hours after it has been sent by a member of the Board of Trustees to the email address provided to the Association by the Owner. Such address, postal or email, may be changed from time to time, by notice in writing to the Association.

**RESOLUTION FOR ADOPTING
AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R's)
FOR THE
EAGLE VIEW HOME OWNER'S ASSOCIATION, A PLANNED UNIT DEVELOPMENT**

A meeting was held on the 10 day of May 2014 with the Management Committee and Members (Unit Owners) of the Eagle View Home Owner's Association. The purpose of this meeting was to pass a resolution adopting the Amended Declaration of Covenants, Conditions, and Restrictions (CC&R's) for the Eagle View Home Owner's Association.

The resolution was agreed upon and the Amended CC&R's were approved by the following Management Committee and the Unit Owners of the Eagle View Home Owner's Association:


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|---|----------------|
| Suresh Kulkarni, President and Secretary | Matthew Krager |
| Lynn Tugaw, Treasurer | Chris Clyne |
| Bill Hoopes, Management Committee Member | Seve Preston |
| Keri Schneider, Management Committee Member | Sarah Ivie |
| David Yates, Management Committee Member | Monica Butler |
| Joseph White | Tyler Valberg |
| Jordyn Johnson | Dave Johnston |
| John Valberg | Margaret Call |
| Daniel Green | Andrea Meacham |

This resolution will be recorded along with the Amended CC&R's at the Box Elder County Recorder's Office and will be attached to the back of the CC&R's.

State of Utah

County of Box Elder

Suresh Kulkarni, President and Secretary of Eagle View HOA and Lynn Tugaw, Treasurer of Eagle View HOA personally appeared before me this 11 Day of June 2014 and proved on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged and executed the same.


Suresh B. Kulkarni, President and Secretary


Lynn Tugaw, Treasurer

