

9-23-03

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
SUMMER VILLAGE

ENT 14907:2004 PG 1 of 20 !!!
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Feb 09 4:54 pm FEE 0.00 BY SS
RECORDED FOR SARATOGA SPRINGS CITY

THIS MASTER DEVELOPMENT PLAN AGREEMENT is enter into effective as of August 12th 2003, by and between the CITY OF SARATOGA SPRINGS (the "City") and S&L Landscaping and Excavation Inc. ("Developer").

RECITALS:

A. Developer owns or has contract rights to purchase the land hereinafter described which is located within the City ("Developer's Land") that Developer desires to develop in accordance with the Master Development Plan hereinafter set out.

B. Developer has proposed a Master Development Plan for the development of Developer's Land, which has been or is being reviewed and approved by the City's Planning Commission and the City Council concurrent with this Agreement.

C. This Agreement is being entered into by the City and Developer to set out Developer's rights and obligations with respect to the development of Developer's Land pursuant to the Master Development Plan and the City's ordinances, guidelines and policies.

D. Developer acknowledges that the City is relying on the faithful performance by Developer of the terms and conditions of this Agreement in consideration of the land uses and development rights for Developer's Land approved in this Agreement and in the Master Development Plan. The City acknowledges that Developer is relying on the continuing validity of this Agreement and the Master Development Plan with respect to the densities and uses as hereinafter set out in exchange for Developer's commitment to the expenditure of substantial funds for the improvements and facilities that Developer is obligated to provide pursuant to this Agreement.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants, terms and conditions hereinafter set out as well as the consideration set forth in the Recitals, the parties hereby Agree as follows:

I. DESCRIPTION OF DEVELOPER'S LAND AND MASTER DEVELOPMENT PLAN

1.1. Legal Description of Developer's Land. The legal description of Developers Land which is covered by this Agreement and the Master Development Plan is attached as Exhibit A to this Agreement and is incorporated into this Agreement by this reference. No property may be added to this Agreement or the Master Development Plan except by written amendment of this Agreement upon approval by the Planning Commission and the City Council in accordance with the City's ordinances, policies and guidelines in effect at the time of such amendment.

1.2. Master Development Plan. The Master Development Plan Approved by the City concurrent with this Agreement provides for the proposed development of 76 multi family units, and certain commercial and/or other uses in multiple phases as depicted in the Master Development Plan attached as Exhibit B to this Agreement and incorporated into this Agreement by this reference. The Master Development Plan sets out the configurations, uses and densities for development of Developer's Land as well as the location of roads, parks and other public, quasi public and private facilities to be constructed on Developer's Land. The phasing of the development of Developer's Land shall be as provided in the Master Development Plan and this Agreement.

1.3. Specific Design Standards. In addition to the requirements of the Master Development Plan, all development and construction on Developer's Land shall be in compliance with and consistent with the Design Standards set forth in Exhibit C to this Agreement and said Design Standards are incorporated into this Agreement by this reference.

II. ACTIONS AND APPROVALS BY T

2.1. General Plan Map and Zoning. In approving this Agreement and the Master Development Plan attached to and incorporated in this Agreement, the Planning Commission and the City Council have determined that the uses and densities provided in the Master Development Plan are consistent with and are in accordance with the General Plan Map for the City and the zoning of Developer's Land .

2.2. PUD Approval. Development in accordance with the Master Development Plan necessitates and is based upon approval of a Planned Unit Development ("PUD") overlay zone for Developer's Land. The Planning Commission has recommended, after appropriate notice and hearings, that the PUD overlay zone be approved for Developer's Land as reflected in the Master Development Plan and the Design Standards attached to and incorporated into this Agreement as well as the terms, conditions and requirements of this Agreement. The City Council concurrent with the approval of this Agreement, upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, approves the PUD overlay zone for Developer's Land. The uses, densities, location, siting, and number of residential units and/or other approved development reflected in the Master Development Plan and the Design Standards include and reflect all variances and density bonuses and incentives agreed to as part of the approval of the PUD overlay zone for Developer's Land. Such approval is based upon strict compliance by Developer and/or its successors with this Agreement and the Master Development Plan and Design Standards incorporated in this Agreement.

2.3. Approval of Master Development Plan and This Agreement. The Planning Commission has recommended, after appropriate notice and hearings, that the Master Development Plan attached to and incorporated by this Agreement be approved subject to the terms, conditions and requirements of this Agreement, including the Design Standards attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council has approved the Master Development Plan attached to and incorporated in this Agreement subject to the terms, conditions and requirements of this Agreement, including the Design Standards and other Exhibits attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council approves this Agreement and authorizes and directs the Mayor to execute this Agreement for and on behalf of the City.

2.4. Rights and Obligations under Master Development Plan. Subject to the terms and conditions of this Agreement, Developer shall have the vested right to preliminary and final subdivision and site plan approval to develop Developer's Land in the manner provided in the approved Master Development Plan and this Agreement. The Master Development Plan shall be deemed to constitute Concept Plan Approval for all developments provided for in the Master Development Plan. Developer shall be required to apply for and obtain approval for each subdivision and/or site plan provided for in the Master Development Plan and to otherwise comply with all provisions of the City Development Code except as otherwise expressly provided in the Master Development Plan and this Agreement. Except as otherwise expressly provided, the requirements of this Agreement, the Master Development Plan and the Design Standards shall be in addition to and not in lieu of the requirements of the City Development Code and

the City's other ordinances, regulations and guidelines. Developer's vested right of development of Developer's Land pursuant to this Agreement and the Master Development Plan is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions and obligations of Developer under this Agreement, the Master Development Plan, the Design Standards and the other Exhibits attached to this Agreement.

2.5. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of police power of the City Council in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City Council to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 2.4 based upon policies, facts and circumstances meeting the compelling and countervailing public interest exception to the vested rights doctrine of the State of Utah. Any proposed change affecting the vested rights of Developer under this Agreement shall be of general application to all development activity in the City; and, unless the City Council declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the development of Developer's Land under the compelling, countervailing public policy exception to the vested rights doctrine.

III. INFRASTRUCTURE, DEDICATIONS AND FEES

3.1. Compliance With Water Utilities Ordinance.

3.1.1. Water Rights for Development. Developer shall convey to the City water rights sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. Such water rights for culinary water requirements must be approved for municipal uses with approved sources from a well or wells at location(s) approved by the City. Water rights for secondary water requirements must be approved for municipal and/or irrigation uses with approved sources from well(s) or other sources approved by the City. Prior to acceptance of the water rights that Developer proposes to convey to the City, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right which it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within The City by the Utah State Engineer. In determining the quantity of water available under the water right proposed to be conveyed to the City, the City will evaluate the priority of the water rights and the historic average quantities of water available to the water rights as determined by the State Engineer. Developer shall reimburse the City for the costs of the City's consultants to review the water rights proposed for conveyance to the City. If not previously so approved, the City will require an approved application for change of use and/or change of point of diversion to a source approved by City, as applicable, by the State Engineer in order to quantify and verify the water rights prior to final plat approval for any development to be served by said water rights. In the event such applications are filed in the City's name, the City may require its consultants to be involved in the administrative proceedings and any subsequent legal proceedings and Developer shall reimburse the City for the fees of such consultants. The water rights that Developer proposes to convey to the City, as well as the arrangements for review and approval of such water rights are set out in Exhibit D-1 to this Agreement.

3.1.2. Water Facilities for Development. Developer shall convey to the City water facilities or water facilities capacities, including water sources and storage and distribution facilities, sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. The agreed

arrangements between Developer and the City for compliance with this requirement are set out in Exhibit D-2 to this Agreement.

3.2. Other Improvements and Infrastructure.

3.2.1. Sewer. Sewer service to the development covered by the Master Development Plan shall be provided by the City in accordance with the ordinances and rules and regulations of the City and Timpanogos Special Service District ("Timpanogos"). Developer shall install all sewer lines within said developments, as well as any offsite sewer lines or other improvements to be constructed or otherwise provided by Developer as set out in Exhibit E-1 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such offsite sewer lines and improvements shall as provided in Exhibit E-1 to this Agreement. The construction onsite sewer lines and any offsite sewer improvements to be provided by Developer shall be completed and approved and accepted by the City prior to the City being required to provide sewer service to such developments.

3.2.2. Storm Drains. Developer shall construct storm drains within the development covered by the Master Development Plan, as well as any offsite storm drain improvements to be constructed by Developer, as set out in Exhibit E-2 to this Agreement in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such storm drain improvements shall as provided in Exhibit E-2 to this Agreement and said storm drain improvements shall be approved, dedicated and accepted by the City as provided in said Exhibit E-2.

3.2.3. Roads. All roads to be constructed on or to provide access and other needs resulting from the development of Developer's Land in Accordance with the Master Development Plan shall be constructed as set out in Exhibit E-3 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of offsite road and/or roads serving more than one phase or subdivision covered by the Master Development Plan shall as provided in Exhibit E-3 to this Agreement. The construction of onsite roads shall be governed by the Subdivision Development Agreement or other applicable agreement for each subdivision or phase of development All roads to be dedicated to the City shall be dedicated to the City upon recording of the each final subdivision plat for roads covered by each subdivision plat and any and all other roads to be built by Developer in accordance with the schedule set out in Exhibit E-3 to this Agreement.

3.2.4. Parks and Open Space. All parks and/or open space to be dedicated to the exclusive use of the residents of Developer's Land as set out in the Master Development Plan shall be conveyed to the Owners Association in accordance with the schedule set out in as set out in Exhibit E-4 to this Agreement. Financial Arrangements for constructing, maintaining and operating improvements to the parks and open space to be owed by the Owners Association are set out in Exhibit E-4 to this Agreement. All parks and/ or open space not dedicated to the exclusive use of the residents of Developer's Land shall be dedicated to the City shall be dedicated and conveyed to the City or to an appropriate legal entity designated by the City to assure the long-term preservation of the same in accordance with the schedule set out in as set out in Exhibit E-4 to this Agreement. The costs of any improvements to the parks and open space to be dedicated to the City shall be bonded as set out in Exhibit E-4 to this Agreement. Developer shall remain responsible for the maintenance and/or operation of the such parks and open space for two years after acceptance of the improvements by the City.

3.2.5. Street Lighting SID. Developer's Land shall be added to the City's Street Lighting Special Improvement District ("Lighting SID") for the maintenance of the street lighting. The addition of Developer's land will be with the consent of the Developer after the City Council finds that inclusion of the lots in the subdivision on Developer's Land will not adversely affect the owners of properties already within the Lighting SID. Developer's consent Developer's Land being included in the Lighting SID will be a condition to final plat approval for the subdivision of Developer's Land. The Lighting SID is not for the installation of street lights but is for the maintenance of the street lights that Developer will be required to install as part of the subdivision improvements required by the City.

3.3. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be for development covered by the Master Development Plan as provided in Exhibit F to this Agreement. All capacity reservations for development covered by the Master Development Plan shall terminate as soon as such development loses its approved status for failure to develop within the time allowed under this Agreement or for any other reason. Upon termination of the reservation of capacities for Developer, the City may make such capacities available for use by other development within the City that can use such capacities and, in such event, Developer shall be reimbursed for such capacities used by others on the basis set out in Exhibit F to this Agreement.

3.4. Title - Easements for Improvements. Developer shall acquire and shall dedicate and/or convey to the City all land, rights of way and easements associated with the public facilities and/or improvements to be provided by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of the land, rights of way and easements to be acquired and/or dedicated and conveyed to the City under this Agreement. Developer shall acquire and provide to the City Attorney, for his review and approval, a title report from a qualified title insurance company covering such land, rights of way and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments used to acquire such land, rights of way and easements and to convey and dedicate the same to the City and/or the Owners Association.

3.5. Impact Fees. Impact fees for roadways, storm drainage, wastewater, parks and open space and public safety facilities shall be imposed on all subdivision lots or other development covered by the Master Development Plan in accordance with the City's Impact Fee Ordinance and shall be paid prior to the issuance of a building permit for any such development. (Any impact fees for culinary and secondary water shall only be imposed by prior arrangement with Developer relating the provision of Water Facilities.) Any credits for impact fees based on improvements, dedications or conveyances by Developer shall be set out in Exhibit G to this Agreement. The City may issue certificates for such impact fee credits to Developer, in which event, the City will not issue building permit unless said certificates are delivered to the City.

3.6. Sewer Fees. Timpanogos requires payment of a Capital Facilities Charge which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by Timpanogos and may hereafter be collected as a Capital Facilities Charge or as an impact fee. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by Timpanogos is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Timpanogos Capital Facilities Charge and the impact fee and connection fees imposed by the

City for each connection is a condition to the City providing sewer service to the lots, residences or other development covered by the Master Development Plan.

3.7. Other Fees. The City may charge other fees that are generally applicable, including but not limited to standard subdivision, site plan and building permit review fees for improvements to be constructed pursuant the Master Development Plan.

IV. PHASING AND TIMING OF DEVELOPMENT - TERM OF AGREEMENT - DEFAULT

4.1. Phasing and Timing of Development. The phasing and timing of development under the Master Development Plan shall be as provided in Schedule H to the Master Development Plan attached as Exhibit B schedule 1 to this Agreement (the "Phasing Schedule").

Developer may apply to the City for an amendment of the Phasing Schedule and the City Council shall approve any amendment of the Phasing Schedule that shall not unreasonably adversely impact public interest or other development after the Planning Commission shall review such requested amendment and made its recommendations to the City Council. Any failure of Developer to comply with the Phasing Schedule that shall continue for more than six months, may result in the City Council terminating the Master Development Plan and this Agreement as to phases for which a subdivision or site plan has not been given final approval as well as terminating all capacity reservations for such phases after the Planning Commission shall have reviewed such failure to comply and made its recommendations to the City Council.

4.2. Term of Agreement. The term of this Agreement shall commence on the effective date of the Ordinance approving this Agreement and shall continue for a period of 7 years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement and all capacity reservations for any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement shall terminate at the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met.

4.3. Default - Remedies. If either party believes the other party to be in breach of any material term, event or condition of this Agreement, said party shall give the defaulting party 30 days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said default must be satisfactorily cured. After proper notice and expiration of said 30 day cure period, the non-defaulting party shall be entitled to all rights and remedies provided in this Agreement or available at law and in equity, including injunctive relief, specific performance and/or damages, including but not limited to, its reasonable attorney's fees and costs. In addition, if the City believes Developer to be in breach of this Agreement or any approval or agreement covering the development covered by this Agreement, the City may, after notice as herein provided, refuse to grant any further approvals, licenses, permits or other rights under this Agreement or any other agreement related to this Agreement until such default is cured. Any failure to meet the phasing schedule that results from the City's refusal to grant additional approvals as a result of breaches by Developer shall not excuse Developer from comply in the Phasing Schedule and may result in the City terminating this Agreement as provided in Section 4.1.

V. GENERAL TERMS AND CONDITIONS

5.1. Agreement to Run with the Land. This Agreement shall be recorded against Developer's Property as described in Exhibit A hereto. The agreements contained herein shall

be deemed to run with the land and shall be binding on all successors in ownership of Developer's Land.

5.2. Assignment. Any transfer of lots in recorded subdivisions shall not require the approval by the City. Developer shall be entitled to transfer any portion of Developer's Land subject to the terms and conditions of this Agreement upon written notice to and written consent of the City, which consent shall not be unreasonably withheld, upon such transferee providing information to satisfy the City that such transferee has the ability and resources to meet the obligations of this Agreement as to the land being transferred. In the event of any transfer of less than all of Developer's Land, the transferee shall be deemed to be the developer for all purposes with respect to the land so transferred and the rights and obligations directly related to the transferred land. Developer shall remain responsible for all obligations under this Agreement with respect to the remainder of Developer's land and any obligations under this Agreement not expressly assumed by the transferee, upon approval by the City.

5.3. Notices. Any notice given under this Agreement shall be in writing and shall be delivered personally, be sent by facsimile transmission ("Fax") or be mailed by first class or express mail, addressed as follows:

To City: City of Saratoga Springs
 Attention: City Manager
 2015 South Redwood Road
 Saratoga Springs, Utah 84043
 Fax No. (801) 766-9794

To Developer:

 Stephen Larsen
 S&L Inc.
 935 West Center
 Lindon Ut. 84042
 Fax: (801) 785-8453

or at such other address as any party may designate by written notice to the other party as herein provided. Notice shall be deemed given when actually received if personally delivered; if by fax, when the fax is received, except that if the fax is received after normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid.

5.4. Covenant for Further Assurances. The parties to this Agreement agree to cooperate with each other in effectuating the terms and conditions of this Agreement and agree to execute such further agreements, conveyances and other instruments as may be reasonably required to carry out the intents and purposes of this Agreement.

5.5. Entire Agreement. This Agreement, the Exhibits hereto, and the instruments and documents referred to herein set forth the entire agreement between the City and Developer

and supersede all prior negotiations, dealings, and agreements by the parties as to the matters herein addressed.

5.6. Relationship of Parties - No Third Party Beneficiaries. The contractual relationship between the City and Developer arising under this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the development of Developer's Land under this Agreement and the Master Development Plan is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on Developer's Land unless the City accepts the dedication of the improvements pursuant to the terms of this Agreement or in connection with final subdivision plat or site plan approval; and (c) Developer shall have full power over and exclusive control of Developer's Land subject to the obligations of Developer under this Agreement.

5.7. Waiver. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

5.8. Time. Time is of the essence of this Agreement.

5.9. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of have access to Developer's Land and all development pursuant the Master Development Plan during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

5.10. Construction. This Agreement shall be governed as to validity, enforcement, construction, effect and in all other respects by the laws of the State of Utah. The parties agree and understand that the obligations imposed under this Agreement are only such as are consistent with state and federal law. The parties also agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provisions of this Agreement.

5.11. Survival of Developer's Obligations. Developer's obligations and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all offsite or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval. [Notwithstanding any provision of this Agreement or law to the contrary and as partial consideration of the City entering into this Agreement, the parties agree that Developer is obligated to provide the improvements, dedications and significant benefits set out in Exhibit H to this Agreement and incorporated herein even if Developer cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Agreement.]

IN WITNESS WHEREOF, this Agreement has been execute by the City of Saratoga Springs, acting by and through the City Council, pursuant to Ordinance No. ~~03-14~~ 09-23-03 authorizing such execution by the Mayor, and by a duly authorized representative of Developer as of the above stated date.

CITY OF SARATOGA SPRINGS

By: [Signature]
Mayor

Attest:

[Signature]
City Recorder

DEVELOPER

By: [Signature]
President

[ACKNOWLEDGMENTS]



2002047

Exhibit A
Summer Village Overall Boundary Description

Commencing at a fence corner located North 89°51'52" East along the section line 1318.58 feet and South 474.30 feet from the North quarter corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian;

thence North 87°26'32" East 483.91 feet along a fence line; thence South 02°08'07" East 243.98 feet; thence North 89°28'00" East 60.00 feet; thence South 00°28'00" East 626.27 feet; thence South 89°18'59" West 546.63 feet; thence South 89°50'32" West 25.29 feet; thence North 00°57'23" East 854.62 feet along a fence line to the point of beginning.

Area contained: 10.7672 acres

Exhibit C

Design Standards

It is the intent of S&L Inc. to construct all of the buildings associated with Summer Village, both commercial and residential. All plans and designs will be approved through Saratoga Springs City planning and zoning procedures.

Elevations for buildings to be constructed have been approved by Planning Commission and City Council. All buildings will match the approved plans and approved material list.

Exhibit D-1

Water Rights

All water rights may be purchased from Lake Mountain Mutual Water Company.

Exhibit D-2

Water Facilities for Development

All facilities for water storage and delivery will be provided by Lake Mountain Mutual Water Company. Secondary water will be supplied by culinary connections.

Exhibit E-4**Parks and Open Space**

All parks and open space within the development will be owned by the owners association except for the landscaped area along SR 73. The landscaped area along SR 73 will be improved by developer and will be dedicated to the City as the commercial property is developed. Developer shall be responsible to maintain the landscaped area along SR 73 for two years after it is approved and accepted by the City. All improvements for parks and open space will be bonded for with the other public improvements.

Exhibit E-3

Roads

Summer Village Road will be dedicated to the City as development proceeds. Although the full length of Summer Village Road will be dedicated to the City, Summer Village Road will not be paved beyond the entrance to the residential development.

2003280

Exhibit E-1

Sewer

Onsite sewer lines will be installed by Developer as development progresses.

Developer will install an 8 inch sewer line along SR 73 from the development to 3600 West, Lehi.

Developer has also agreed to install an 18 inch sewer line from the end of the above 8 inch sewer line to the sewer line recently installed by the City to provide sewer to the Smiths store development. Developer shall be reimbursed for this 18 inch sewer line on the basis provided in Exhibit G.

Exhibit E-2

Storm Water

Storm water will be detained on the development and will be released from the development at the rate allowed by the City's standards. Storm water released from the development will be released into the storm water drainage channel along SR 73.

2003279

Exhibit F

Capacity Reservations

None.

2003282

Exhibit G

Impact Fee Credits

Developer shall not receive any direct impact fee credits. However Developer will be reimbursed for the estimated cost of the 18 inch sewer line which Developer is installing as provided in Exhibit E-1. That sewer line will be included in the sewer improvements to be covered by the revised sewer impact fee that the City is currently working on establishing and Developer will be reimbursed by the City for installing that sewer line pursuant to the sewer impact fee ordinance.

2003283

Schedule 1
to
Exhibit B

Development Schedule

Developer shall record the necessary plat for the first commercial phase within one year from the date of this Agreement.

Developer shall record the necessary plat for the first residential phase within two years from the date of this Agreement.

Developer shall record the necessary plat for the second residential phase within four years from the date of this Agreement.

Developer shall record the necessary plat for the third residential phase within five years from the date of this Agreement.

Developer shall record the necessary plat for the second commercial phase within five years from the date of this Agreement.

**DECLARATION OF CONDOMINIUM
FOR
SUMMER VILLAGE
an Expandable Utah Condominium Project**

**DECLARANT
S&L Landscaping and Excavation Incorporated
a Utah Corporation**

M(2)


*WHEN RECORDED RETURN TO:
S&L Landscaping and Excavation Incorporated
935 West Center
Lindon, Utah 84042
(801) 362-6228*

**DECLARATION OF CONDOMINIUM
FOR SUMMER VILLAGE
(an Expandable Utah Condominium Project)**

This Declaration of Condominium for SUMMER VILLAGE, is made and executed by S&L Landscaping and Excavation Incorporated, a Utah Corporation, of 935 West Center Street, Lindon, Utah 84042 (collectively "Declarant").

RECITALS:

- A. The Property is an area of unique natural beauty;
- B. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.
- C. This Declaration of Condominiums affects that certain real property located in Utah County, Utah described with particularity in Article II below (hereinafter referred to as the "Tract").
- D. Declarant is the owner of the Tract.
- E. Declarant has constructed, is in the process of constructing, or will construct upon the Tract a residential condominium project which shall include certain Units, Limited Common Area, Common Area, and other improvements. All of such construction has been, or is to be, performed in accordance with the plans contained in the Condominium Plat to be recorded concurrently herewith.
- F. Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Tract, together with an appurtenant undivided ownership interest in the Common Area and a corresponding membership interest in the Association of Unit Owners, subject to the Condominium Plat, the covenants, conditions and restrictions set forth herein.
- G. Since the completion of the Project may be in phases, the completed Project will consist of the original phase and all subsequent phases.
- H. Declarant desires, by filing this Declaration of Condominium and Condominium Plat, to submit Phase One of the Tract and all improvements now or hereafter constructed thereon to the provisions of the Utah Condominium Ownership Act (the "Act").
- I. The Project is to be known as "SUMMER VILLAGE."

AGREEMENT

NOW, THEREFORE, Declarant hereby declares that the Property is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants,

conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes. The said covenants, conditions, restrictions and equitable servitudes are in furtherance of, and the same shall constitute a general plan for the ownership, improvement, sale, use and occupancy of the Property; they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the Recitals. The City of Saratoga Springs is intended to be a third party beneficiary of this agreement.

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorney's fees, late charges, accruing interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.
2. Additional Land shall mean and refer to additional real property subject to Declarant's unilateral right of annexation as provided elsewhere in this Declaration, which property is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.
3. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the SUMMER VILLAGE HOMEOWNERS ASSOCIATION, INC. on file or to be filed with the Utah Department of Commerce.
4. Assessment shall mean and refer to any amount imposed upon, assessed or charged a Unit Owner or Resident at the Project.
5. Association shall mean and refer to the association of all the Unit Owners at SUMMER VILLAGE HOMEOWNERS ASSOCIATION, INC.
6. Building shall mean and refer to any of the structures constructed in the Project.
7. Business Use and Trade shall mean and refer to any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: a) such activity is engaged in full or part-time; b) such activity is intended to or does generate a profit; or c) a license is required therefore.
8. By Laws shall mean and refer to the By Laws of the Association, a copy of which is attached to and incorporated in this Declaration by reference as Exhibit "D".
9. Capital Improvement shall mean and refer to all new improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.
10. City shall mean and refer to the City of Saratoga Springs.
11. Committee shall mean and refer to the Management Committee of the Association as duly constituted.
12. Common Areas shall mean and refer to all real property in the Project owned in common by the Unit Owners including but not limited to the following items:

- a) The real property and interests in real property submitted hereby, including the entirety of the Tract and all improvements constructed thereon, excluding the individual Units.
- b) All Common Areas and Facilities designated as such in the Condominium Plat;
- c) All Limited Common Areas designated as such in the Condominium Plat;
- d) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners, such as telephone, electricity, gas, water, cable tv and sewer;
- e) The Project's outdoor grounds, lighting, perimeter fences, landscaping, sidewalks, and parking;
- f) All portions of the Project not specifically included within the individual Units; and
- g) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.

Provided, however, utility installations such as telephone, electricity, gas, water, and sewer may be dedicated to the City and, if so, this definition shall not be construed to allow the Association to exclude the City from the ownership and control of the utility systems so dedicated.

13. Common Expense shall mean and refer to: (a) The expense of all irrigation water; (b) All sums lawfully assessed against the Owners; (c) Expenses of administration, maintenance, repair or replacement of the Project; (d) Expenses allocated by the Association among the Owners; (e) Expenses agreed upon as common expenses by the Association; and (f) Expenses declared common expenses by the Declaration.

14. Community shall mean and refer to the Project.

15. Community Wide Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Community, as determined by the Management Committee from time to time.

16. Condominium Plat shall mean and refer to the "Condominium Plat of the SUMMER VILLAGE CONDOMINIUMS" on file in the office of the County Recorder of Utah County, as amended or supplemented from time to time.

17. Declaration shall mean and refer to this DECLARATION OF CONDOMINIUM FOR SUMMER VILLAGE.

18. Design Guidelines shall mean and refer to the architectural and engineering plans and specifications and guidelines prepared by the Declarant and approved by the City for the construction of the Buildings, Units, and other physical improvements in the Project, including by way of illustration but not limitation all structural components and Exterior Materials. The City shall assume no responsibility for enforcement of the Design Guidelines, but reserves the right to and may enforce any Design Guideline at any time and in its sole discretion.

19. Eligible Insurer shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

20. Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
21. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Committee. A vote which is for any reason suspended is not an "eligible vote".
22. Exterior Materials shall mean and refer to stone, rock, stucco, wood, or vinyl or cement fiber siding, finished lumber, brick, or other similar materials but shall not mean cinder block or concrete block or aluminum or vinyl siding. Exterior residence materials shall be of a noncombustible material as approved by the City. The City shall assume no responsibility for enforcement of the External Materials, but reserves the right to and may enforce any External Material requirement at any time and in its sole discretion. The determination whether any specific material constitutes an acceptable Exterior Material shall be made by Declarant or its designee.
23. Family shall mean one of the following: (1) a single person living alone; (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, such as a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent or great-grandchild, with an additional person or persons as domestic help or a caretaker; or (3) a group of not more than three unrelated persons living and cooking together as a single housekeeping unit and maintaining a common household, but not as a boarding or rooming house.
24. Guest shall mean and refer to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.
25. Land shall mean and refer to all of the real property subject to this Declaration.
26. Limited Common Areas shall mean and refer to those Common Areas designated in this Declaration or in the Condominium Plat as reserved for the use of a certain Unit Owner to the exclusion of the other Unit Owners. Any portico, Unit entry including walkway to Unit entry, doorsteps, landings, porches, balconies, decks, patios, private yard areas, driveway, assigned parking spaces, or other improvements intended to serve only a single Unit, shall constitute Limited Common Area appertaining to that Unit exclusively, whether or not the Condominium Plat makes such a designation.
27. Majority shall mean and refer to those eligible votes of Owners owning more than fifty percent (50%) of the undivided interest in the Common Area.
28. Management Committee shall mean and refer to the committee of Owners elected to direct the affairs of the Association.
29. Manager shall mean and refer to the person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.
30. Map shall mean and refer to the Condominium Plat .
31. Member, unless the context clearly requires otherwise, shall mean and refer to the Owner of a Unit, each of whom is obligated, by virtue of his ownership to be a member of the Association.
32. Mortgage shall mean and refer to both a first mortgage or first deed of trust on any Unit, but shall not mean or refer to an executory contract of sale.
33. Mortgagee shall mean and refer to a mortgagee under a first mortgage or a beneficiary under a first

deed of trust on any Unit, but shall not mean or refer to a seller under an executory contract of sale.

34. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Utah County, Utah) of a fee or an undivided fee interest in a Unit, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

35. Period of Declarant's Control shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) five (5) years from the effective date of this Declaration, (b) not less than 120 days after all of the Additional Land has been added and Units to which three-fourths of the undivided interest in the Common Areas and Facilities appertain have been conveyed, (c) the Declarant executes and records a written Waiver of his right to control, whichever last occurs.

36. Permanent Resident shall mean and refer to anyone who resides in the Project for more than four (4) consecutive weeks or for more than eight (8) weeks in any calendar year.

37. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

38. Phase shall mean and refer to a particular stage or area of development within the Project so designated by the Declarant.

39. Project shall mean and refer to this the SUMMER VILLAGE CONDOMINIUM PROJECT.

40. Project Documents shall mean and refer to the Declaration, By Laws, Rules and Regulations, and Articles of Incorporation.

41. Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to the Act and this Declaration.

42. Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other water craft, boat trailer, or any other recreational or commercial transportation device of any kind.

43. Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

44. Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to all lessees, tenants and the family members, agents, representatives, or employees of Owners, tenants or lessees.

45. Single Family shall mean one family unit.

46. Single Family Residence shall mean and refer to both the architectural style of a Unit and the nature of the residential use permitted.

47. Unit shall mean and refer to a separate physical part of the Property intended for independent use,

including one or more rooms or spaces located in one or more floors or part or parts of floors in a building. A back yard patio area, mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit.

48. Unit Number shall mean and refer to the number, letter or combination thereof designating a particular Unit.

II. SUBMISSION

The Land described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference is hereby submitted to the Act.

The Land is hereby made subject to, and shall be governed by the Act, and the covenants, conditions and restrictions set forth herein. The Land is also subject to the right of the City to access to the Project for emergency vehicles, service vehicles, and to all of the utility installations up to the residential meters.

The Land is SUBJECT TO the described easements and rights of way. Easements and rights-of-way in favor of the City include any dedicated roadways and public utility easements and are depicted on the Condominium Plat.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, including by way of illustration and not limitation all easements and rights-of-way in and to the detention basin, entry way, monument, and park.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights of-way, encroachments, or discrepancies shown on or revealed by the Condominium Plat or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities; and necessary easements for pipes, lines, cables, wires, utility systems or similar facilities which traverse or are contained within the interior or exterior walls of a Building as allowed by the Architectural guidelines and which are separately metered to one Unit or service only one Unit and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities as allowed by the Management Committee.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. Description of Improvements. The Project may consist of a combination of 6-Plex, 8-Plex, 10-Plex and 12-Plex manor homes and stacked flats. Phase One of the Project will include two (2) Buildings and fourteen (14) Units. The Units will be constructed principally of concrete foundations with exterior walls of brick veneer, stucco veneer, asphalt shingle roofing, interior walls of wood studs, plywood, and dry wall plaster and may include a back yard patio area. The Common Area will include open space, landscaping, common utility systems and entry monument. The Limited Common Area will include driveway and private yard. The Project will also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Condominium Plat.

2. Description and Legal Status of the Property. The Condominium Plat shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units shall be capable of being independently owned, encumbered and conveyed; and shall have an appurtenant undivided percentage of ownership interest in the Common Areas and Facilities, subject to the rights of Declarant, the City, and all easements of record.

3. Membership in the Association. Since membership in the Association is mandatory, each Unit Owner is a member of the Association and membership may not be partitioned from the ownership of a Unit.

4. Allocation of Voting Rights. Unless altered by expansion as allowed by the Declaration, the undivided interest of each Unit Owner in the Common Areas and Facilities shall have a permanent character and shall not be altered without the consent of two-thirds (2/3) of the Unit Owners expressed in an amended declaration duly recorded.

5. Limited Common Areas. Limited Common Areas are also Common Areas. Limited Common Area may not be partitioned from the Unit to which it is appurtenant. The exclusive use of Limited Common Area is reserved to the Unit to which it is assigned on the Condominium Plat, as amended from time to time.

6. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Unit shall describe the interest or estate involved substantially as follows:

All of Unit No. _____ contained within Phase _____, SUMMER VILLAGE CONDOMINIUM, as the same is identified in the Condominium Plat recorded in Utah County, Utah as Entry No. _____ of the official records of the County Recorder of Utah County, Utah (as said Condominium Plat may have heretofore been amended or supplemented) and in the Declaration of Condominium of SUMMER VILLAGE LANDING recorded in Utah County, Utah as Entry No. _____ of the official records of the County Recorder of Utah County, Utah (as said Declaration may have heretofore been supplemented), together with an undivided percentage of ownership interest in the common areas and facilities.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the membership in the Association, nor percentage of ownership interest in the Common Areas, nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

7. Architectural and Design Guidelines. The Declarant has prepared Design Guidelines for the Project, which have been approved by the City. The City shall assume no responsibility for enforcement of the Design Guidelines, but reserves the right to and may enforce any Design Guideline at any time and in its sole discretion. The approved Design Guidelines shall apply to all construction activities within the Project. The Declarant shall have sole

and full authority to change, amend, and supplement the Design Guidelines as long as it owns any of the Property; provided, however, the approved Design Guidelines may not be at any time be changed, amended, or supplemented without the express written consent of the City. The Declarant or, after transition of the Project, the Association must stamp all proposed plans and specifications to construct or remodel a Building or Unit, approved and in compliance with the Declaration and Design Guidelines, before presenting such plans and specifications to the City for the issuance of a building permit.

8. Ownership and Use Restrictions. Each Owner, of whatever kind, shall be entitled to the exclusive ownership and possession of his Unit, to an undivided percentage of ownership interest in the Common Areas, and to membership in the Association as set forth herein, subject to the following use restrictions:

a) Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own a Unit, it being intended that they may and shall be owned as any other property rights by persons. The Common Areas shall only be used in a manner consistent with the residential nature of the Project.

b) Title to the Common Area. Each Unit Owner shall be entitled to an undivided percentage of undivided ownership interest in and to the Common Areas and Facilities, free and clear of all liens (other than current years taxes, if any) prior to the Declarant's first conveyance of a Unit.

c) Mandatory Association. Each purchaser of a Unit, by virtue of accepting a deed or other document of conveyance thereto, shall automatically become a member of the Association.

d) Member's Easements and Rights of Way. Every Member of the Association shall as an Owner have the right and non-exclusive easement to use and enjoy the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following restrictions:

(1) The right of the Association to limit the number of guests, and to adopt administrative rules and regulations from time to time governing the use and enjoyment of the Common Area;

(2) The right of the Association to suspend the voting rights and the privilege to use the recreational amenities by a member for: (a) any period during which his Common Area Assessment remains delinquent, and (b) a period not to exceed thirty (30) days after notice and hearing as may be set forth hereinafter for any infraction of the Association rules;

(3) Subject to the prior written consent of Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA) (where appropriate), the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities and similar or related purposes. During the Declarant's Period of Control, any such dedication or transfer shall be effective only if approved in writing by the Declarant; and

(4) The right of the Association to charge a reasonable admission or other user fee for the use of any recreational facility situated upon the Common Area.

e) Rules and Regulations. The Association, acting through its Management Committee, shall have the power and authority to adopt administrative and/or house rules and regulations and, in its sole discretion, to impose reasonable user fees for the amenities. Such rules, regulations and use restrictions shall be binding upon all Owners and Residents, their guests and invitees.

(1) Parties Bound. All provisions of the Project Documents shall be binding upon all Owners and Residents, their families, guests and invitees.

(2) Nuisance. It shall be the responsibility of each Owner and Resident to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following:

a. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Unit or the Common Areas;

b. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;

c. Unreasonable amounts of noise or traffic in, on or about any Unit or the Common Area, especially after 10:00 p.m. and before 7:00 a.m. during the week and midnight and 8:00 a.m. during weekends; and

d. Drug houses and drug dealing; the unlawful sale, manufacture, service, storage, distribution, dispensing or acquisition occurs of any controlled substance; gambling; criminal activity; parties which occur frequently which bother, annoy or disturb other reasonable residents or interfere with their quiet and peaceful enjoyment of the premises; prostitution; or other violation of U.C.A., Section 78-38-9 (1999) as amended or supplemented.

(3) Removing Garbage, Dust and Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be deposited in sealed plastic bags or other authorized containers, shall be regularly removed from the Unit, not being allowed to accumulate therein so as to create a sanitation, health or safety hazard, and shall be disposed of within dumpsters provided by the Association.

(4) Subdivision of a Unit. No Unit may be subdivided.

(5) No Severance. The elements of a Unit and other rights appurtenant to the ownership of a Unit, including interest in Common Areas and Facilities and Limited Common Areas and Facilities, if any, are inseparable, and each Owner agrees that he shall not, while this Declaration is in effect, make any conveyance of less than an entire Unit and such appurtenances. Any conveyance made in contravention of this Subsection, including under any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) shall be void.

(6) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

(7) Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures, including but not limited to dog runs, storage units, tents, trailers and sheds or their equivalent, without the prior written consent of the Committee; provided, however, with tents may be allowed for up to forty-eight (48) hours by unit owners in their Limited Common Areas or the Common Area immediately adjacent to their buildings.

(8) Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections.

All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the Common Areas without the prior written consent of the Committee. An Owner may plant a bush, tree, shrub or flower(s) in the back yard patio area or Limited Common Area reserved for use by that Owner subject to Rules promulgated by the Management Committee or as otherwise approved in writing by the Management Committee. The Management Committee may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.

(9) Energy Conservation Equipment. No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Project without the prior written consent of the Committee.

(10) Business Use. No Business Use and Trade may be conducted in or from any Unit unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Committee.

Notwithstanding the above, the leasing of a residence shall not be considered a trade or business within the meaning of this sub-section.

(11) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project, including dedicated roadways within the Project, shall be subject to the following:

a. The parking rules and regulations adopted by the Committee from time to time;

b. The parking areas are not designed for recreational, commercial or oversized motor vehicles and the Management Committee has the right to make rules and regulations restricting or prohibiting their use. Unless otherwise determined by the Management Committee, all Recreational, Commercial and Oversized Vehicles shall be parked outside the Project, except for purposes of loading and unloading.

c. No motor vehicle or trailer may be parked or stationed in such a manner so as to create potentially dangerous situation.

d. Except for purposes of loading and unloading, no motor vehicle or trailer may be parked or stationed in such a manner so as to create an obstacle or along any street or road, or in front of any garage, walkway, driveway, Building or Unit, or in an unauthorized Common Areas.

e. Residents may only park their motor vehicles within their designated garages, driveways, covered parking spaces or uncovered parking spaces, or in other designated Common Areas.

f. Residents may not park their motor vehicles in red zones, fire lanes, guest or visitor parking, or other unauthorized areas.

g. Visitors or guests shall park their motor vehicles in Common Areas designated for Guest or visitor parking, or with permission, driveways.

h. No Owners or Residents shall repair or restore any vehicle of any kind in, on or about any Unit or the Common Area, except for emergency repairs, and then only for a seventy-two (72) hour period to enable movement thereof to a proper repair facility.

i. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the garage as originally designed and constructed.

j. No motor vehicle shall be parked in such a manner as to inhibit or block access to a Unit, garage, covered parking space, uncovered parking space, entrance, exit, or parking area.

k. All parking areas shall be used solely for the parking and storage of motor vehicles used for personal transportation.

(12) Aerials, Antennas, and Satellite Systems. Antennas and satellite dishes shall be prohibited within the Property, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter or diagonal measurement; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is: (1) located in the attic, crawl space, garage, or other interior spaces of the Unit or another approved structure on the Property, so as not to be visible from outside the Unit or other structure; and (2) attached to or mounted in the Limited Common Area immediately adjacent to the Unit, such as a balcony, deck or patio in the rear of the building, and extending no higher than the eaves of that portion of the roof of the Unit directly in front of such antenna. The Management Committee may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device in the authorized areas.

(13) Window Coverings, Awnings and Sun Shades. No-aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structure on a Unit. Sun shades are not allowed on the exterior of any Building, unless the color, style, construction material and uniformity of appearance is approved by the Management Committee.

(14) Windows. All windows and window panes in the Project shall be harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction.

(15) Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two (2) domestic pets per unit are allowed. All pets must be properly licensed and registered with the appropriate governmental agency, abide by all pet rules and regulations adopted by the Management Committee from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to the property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any common area and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; or (f) it molests or harasses passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area. The Management Committee may require a pet deposit or a pet registration fee.

(16) Insurance. Nothing shall be done or kept in, on or about any Unit or in the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay.

(17) Laws. Nothing shall be done or kept in, on or about any Unit or Common Areas,

or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(18) Damage or Waste. No damage to, or waste of, the Common Areas or Limited common Areas shall be committed by any Owner or Resident, their guests or invitees; and each Owner and Resident shall indemnify and hold the Management Committee and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by that Owner or Resident, their guests or invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee or any other Owner.

(19) Structural Alterations. Except in the case of an emergency repair, no structural alterations, plumbing, electrical or similar work within the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.

9. Leases. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter in this Section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Management Committee upon request. By virtue of taking possession of a Unit, each lessee agrees to be subject to and abide by these restrictive covenants, and that any covenant violation shall be deemed to constitute a default under the lease. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool or corporate/executive use purposes, which by way of illustration and not limitation includes any rental with an initial term of less than one (1) year. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit without the express written consent of the Management Committee. Within ten (10) days after delivery of written notice of the creation of a nuisance or material violation of these restrictive covenants, the Owner shall proceed promptly to abate the nuisance or cure the default, and notify the Management Committee in writing of his intentions. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

10. Easements -- Support, Maintenance and Repair. There is hereby RESERVED to the City and the Association, and the City and the Association are hereby GRANTED a non-exclusive easement over, across, through, above and under the Units and the Common Area for the operation, maintenance, and repair of the Common Area and Facilities, and regulation of the Design Guidelines. The City shall assume no responsibility for enforcement of the Design Guidelines, but reserves the right to and may enforce any Design Guideline at any time and in its sole discretion.

11. Liability of Owners and Residents For Damages and Waste. Each Owner or Resident shall be liable to the Association, or other Owners or Residents, for damages to person or property and waste in the Community caused by his negligence.

12. Encroachments. If any portion of Common Area, Limited Common Area, or a Unit encroaches or comes to encroach upon other Common Area, Limited Common Area, or a Unit as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

13. Management Committee. The Association shall be managed by a Management Committee.

14. Officers and Agents. The Management Committee shall elect and/or appoint officers and agents of the Association, including without limitation a President, Secretary, and Treasurer.

15. Management Committee Meetings. The Management Committee shall meet at regular intervals and at least quarterly.

16. Status and General Authority of Management Committee. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to

accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (j) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

- a) Access. The right, power and authority to have access to each Unit: (1) from time to time during reasonable hours and after reasonable notice to the occupant of the Unit being entered, as may be necessary for the maintenance, repair or replacement of any of the Common Areas and Facilities; or (2) for making emergency repairs necessary to prevent damage to the Common Areas and Facilities or to another Unit or Units, provided that a reasonable effort is made to provide notice to the occupant of the Unit prior to entry.
- b) Grant Easements. The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.
- c) Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Condominium Plat which has been approved by the vote or consent necessary to authorize such amendment.
- d) Standing. The power to sue and be sued.
- e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- f) Transfer Interests in Real Property. The power and authority to exchange, convey or transfer any interest in real property, so long as it has been approved by at least seventy five percent (75%) of the Association Members.
- g) Purchase Property. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least seventy five (75%) percent of the Association Members.
- h) Add Property. The power and authority to add any real property, or interest therein, obtained pursuant to subparagraph (g) above to the Project, so long as it has been approved by at least seventy five percent (75%) of the Association Members.
- i) Borrow Money and Pledge Collateral. The power and authority to borrow money and pledge collateral so long as it has been approved by at least seventy-five percent (75%) of the Association Members.
- j) Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the Act and this Declaration.
- k) Meetings. The authority to establish procedures for the conduct of its meetings, including but not limited to the power to decide what portion of the meeting shall be open or closed to Owners or Residents not on the Committee, to retire to executive session, to regulate record keeping, and to allow, control or prohibit the electronic reproduction (video or audio) of Committee meetings.

l) Delegation of Authority. The power and authority to delegate its responsibilities over the management and control of the Common Areas and regulation of the Project to a professional manager, reserving the right, power and authority, however, to control and oversee the administration thereof.

m) All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Owners.

Anything to the contrary notwithstanding, while Declarant controls the Association and before the end of the Period of Declarant's Control, any amendments to the Declaration or mergers must (where appropriate) be approved in writing and in advance by Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA).

17. Delegation of Management Responsibilities: The Management Committee may delegate some of its management responsibilities to either a professional management company, an experienced on-site manager, an independent contractor, through service contracts, or any combination thereof. The Manager may be an employee or an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days, and no such contract or agreement shall be for a term greater than one (1) year. The Management Committee may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities. Provided, however, any management contract may be terminated for cause on thirty (30) days notice in accordance with Title 38, Code of Federal Regulations, Section 36.4360a (f), as it may be amended from time to time.

18. Owners Meetings. The Association shall meet at least annually.

19. Lists of Owners, Renters, Eligible Mortgagees, Insurers and Guarantors. The Management Committee shall maintain up to date lists of the name, address and phone number of all Owners, Renters, Eligible Mortgagees, Insurers and Guarantors. The Owners, Mortgagees, Insurers and Guarantors have a duty to provide this information to the Committee.

20. Capital Improvements. All expenses for capital improvements shall be governed by and subject to the following conditions, limitations and restrictions:

a) Committee Discretion/Expenditure Limit. Any capital improvement to the Project which costs ten percent (10%) or less of the Total Annual Budget, and does not alter the nature of the Project, may be authorized by the Management Committee alone (the "Capital Improvement Ceiling").

b) Owner Approval/Expenditure Limit. Any capital improvement, the cost of which will exceed the Capital Improvement Ceiling, must, prior to the commencement of construction, be authorized by at least a majority of the percentage of undivided ownership interest in the Common Area.

c) Owner Approval/Changing the Nature of the Project. Any capital improvement which would materially alter the nature of the Project (e.g., changing the roofing materials, the construction of the external Building surfaces, color scheme, etc.) must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven (67%) percent of the undivided ownership interest in the Common Areas.

21. Operation, Maintenance and Alterations. Each Unit, the Limited Common Area, Common Area shall be maintained, repaired, and replaced in accordance with the following covenants, conditions and restrictions:

a) Clean, Safe, Sanitary and Attractive Condition. The Units, Limited Common Area, and Common Area shall be maintained in a usable, clean, functional, safe, sanitary, attractive and good condition, consistent with Community Standards.

b) Landscaping. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in accordance with Community Standards. Specific written guidelines, standards, controls, and restrictions on landscaping may be adopted or amended by the Committee from time to time. All landscaping shall be maintained in a neat and orderly condition. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. In a word, all landscaping shall be tasteful, so as not to affect adversely the value or use of any other Unit, or to detract from the uniform design and appearance of the Project.

c) Area of Common Responsibility. Unless otherwise expressly noted, the Association shall maintain, repair and replace all of the Common Area, and Facilities within or serving the Project, including by way of illustration but not limitation the, roofing material, open space, landscaping, entry and monument. The Association shall further maintain the landscaped areas within the Limited Common Area. Driveways shall not be considered part of the landscaped areas within the Limited Common Area. As long as the Owner's back yard patio area is not enclosed on all sides by a fence or other structure and is accessible by maintenance contractors, the Association shall also maintain the landscaping, i.e., shrubs, lawn and plants, within the back yard patio area as well as any privacy fence which may exist on two sides of the back yard patio area and which was installed by the Declarant (the "Area of Common Responsibility"). The Owner may obtain written approval to enclose the Owner's back yard patio area subject to the Rules and Regulations of the Association. Subject to the Rules and Regulations of the Association, if the back yard patio area is enclosed on all sides by the Owner, the Owner shall be responsible to maintain the landscaping of the Owner's back yard patio area as well as the fence enclosing the back yard patio area.

d) Area of Personal Responsibility. Each Owner shall maintain, repair and replace his Unit, including without limitation all individual services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, fixtures, windows and window systems, glass, doors and door systems, garage doors and garage door systems, driveways including concrete and support, patios, balconies and decks, subject to the approval of the Management Committee as to construction materials, quality of construction and installation. Each Unit Owner shall also be responsible for maintaining and keeping his Unit clean, attractive, tidy, uncluttered, safe, sanitary and functional condition, so as not to detract from the health, safety or uniform appearance or design of the Project, and in a manner consistent with Community Standards, and to repair the plumbing fixtures and lateral pipes servicing only his Unit, including any damage caused thereby and not covered by insurance. Each Unit Owner shall also be responsible for keeping the Limited Common Area reserved for use by the Owner, clean, tidy, uncluttered and safe, so as not to detract from the health, safety or uniform appearance or design of the Project, and in a manner consistent with Community Standards. Other than landscape maintenance reserved as an Area of Common Responsibility, each Unit Owner shall also be responsible to maintain, repair and replace the back yard patio area in a clean, attractive, tidy, uncluttered, safe, sanitary and functional condition, so as to not to detract from the health, safety or uniform appearance or design of the Project, and in a manner consistent with Community Standards. If the back yard patio area is enclosed on all sides by the Owner, the Owner shall also be responsible, subject to the Rules and Regulations of the Association, for the landscape maintenance of the Owner's back yard patio area, as well as the fence enclosing the back yard patio area and other improvements within the Owner's back yard patio area. An Owner's Assessments shall not be reduced as a result of the Owner being responsible for the landscape maintenance of the back yard patio area.

e) Default Provisions. If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Management Committee may, but is not obligated to, provide such maintenance, repair, or replacement

at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. In addition, it may be considered a "Fine" against a Unit Owner. A Fine assessed hereunder which remains unpaid after the time for appeal has expired becomes a lien against the Unit Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of Common Expenses under U.C.A., Section 57-8-20.

f) Alterations to the Common Area. The Declarant may make changes to the design and construction of the improvements located in or on the Common Areas without additional approval required, including without limitation the consent of the Management Committee or Members of the Association; provided, however, no Owner or Resident may make any structural alterations to the Common Area (including the Limited Common Area), without the express prior written consent of the Management Committee.

g) Certain Work Prohibited. No Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Unit Owners being first had and obtained.

22. Common Expenses. Each Owner shall pay his Assessments subject to and in accordance with the procedures set forth below.

a) Declarant. Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay Assessments on any Units owned by it until such time as: (1) certificates of permanent occupancy are issued and the Unit is sold or rented; or (2) Declarant elects in writing to pay the Assessments, whichever first occurs.

b) Purpose of Common Area Expenses. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of any real and personal property owned by the Association, and regulating the Community, all as may be more specifically authorized from time to time by the Committee.

c) Creation of Assessments. Since the Assessments shall pay for the common expenses of the Association, as shall be determined by the Management Committee from time to time, each Owner, by acceptance of a deed to a Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Assessments assessed by the Committee.

d) Budget. At least thirty (30) days prior to the Annual Homeowners Meeting, the Management Committee shall prepare and deliver to the Owners a proposed Budget which:

(1) Itemization. Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

(2) Basis. Shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and Limited Common Areas and regulation of the Association, which estimate shall include but is not limited to expenses of management, irrigation water, grounds maintenance, taxes and special assessments, premiums for all insurance which the Committee is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Common Areas and Limited Common Areas and replacement of those elements of the Common Areas and Limited Common Areas that must be replaced on a periodic basis, wages for Management Committee employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus

or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added, this estimate may need to be adjusted periodically as each new Phase is completed.

e) Apportionment. Except as otherwise set forth in this Declaration, the Association's Common Expenses shall be allocated among the Units in accordance with the undivided interest in the Common Area.

f) Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a Majority of those eligible votes of the Owners of the undivided interest in the Common Areas. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Management Committee fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget and new Common Area Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

g) Payment of Assessments. The Management Committee has the sole authority and discretion to determine how and when the annual Assessments are paid.

h) Personal Obligation of Owner. Owners are liable to pay all Assessments assessed and Additional Charges; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Unit pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (1) the Owner of both the legal and equitable interest in any Unit; (2) the owner of record in the offices of the County Recorder of Utah County, Utah; and (3) both the Buyer and Seller under any executory sales contract or other similar instrument.

i) Equitable Changes. If the aggregate of all monthly payments on all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments, but, without the prior approval of a majority of the percentage of ownership interest in the Common Area, not greater than fifteen (15%) percent of the Common Area Assessment in any calendar year. Owners shall be given at least thirty (30) days written notice of any changes.

j) Dates and Manner of Payments. The dates and manner of payment shall be determined by the Committee.

k) Reserve Account. The Committee shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses and capital improvements.

l) Analysis Report. The Management Committee shall prepare and update at least annually a written Capital Asset Replacement and Reserve Account Analysis, and make the report available to the Owners at the annual meeting of the Association.

m) Acceleration. Assessments shall be paid in the manner and on dates fixed by the Committee who may, at its option and in its sole discretion, elect to accelerate the entire annual Common Area Assessment for delinquent Owners. If, however, the Common Area Assessment is accelerated and an Owner subsequently files bankruptcy or the Committee otherwise decides acceleration is not in its best interest, the committee, at its option and in its sole discretion, may elect to decelerate the obligation.

n) Statement of Assessments Due. Upon written request, the Committee shall furnish to any

Owner a statement of Assessments due, if any, on his Unit. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

o) Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be entitled which insofar as it adversely affects the Association's lien for unpaid Assessments each Owner by accepting a deed or other document of conveyance to a Unit hereby waives.

p) Suspension of Right to Use Amenities for Non-Payment. At the discretion of the Management Committee, the right to use any amenities in the Project may be suspended for up to ninety (90) days if the Owner is in arrears on his obligation to pay Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

q) Suspension of Right to Vote for Non-Payment. At the discretion of the Committee, the right of an Owner to vote on issues concerning the Association may be suspended for up to ninety (90) days if the Owner is delinquent in the payment of his Assessments, and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

23. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy special assessments in any year, subject to the following:

a) Committee Based Assessment. So long as the special assessment does not exceed the sum of Five Hundred and 00/100th Dollars (\$500.00) per Unit in any one fiscal year (the "Special Assessment Limit"), the Committee may impose the special assessment without any additional approval.

b) Association Approval. Any special assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of the members of the Association. The Committee in its discretion may allow any special assessment to be paid in installments.

24. Benefit Assessments. If an Owner has the choice to accept or reject the benefit, then the Management Committee shall have the power and authority to assess an Owner in a particular area as follows:

(1) Benefit only To Specific Unit. If the expense benefits less than all of the Units, then those Units benefitted may be specifically assessed, and the specific assessment shall be equitably apportioned among those Units according to the benefit received.

(2) Unequal or Disproportionate Benefit. If the expense benefits all Units, but does not provide an equal benefit to all Units, then all Units shall be specifically assessed, but the specific assessment shall be equitably apportioned among all Units according to the benefit received.

Failure of the Committee to exercise its authority under this Section shall not be grounds for any action against the Association or the Committee and shall not constitute a waiver of the Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Committee has not previously exercised its authority under this Section.

25. Individual Assessments. Individual Assessments shall be levied by the Committee against a Unit and its Owner to reimburse the Association for: (a) administrative costs and expenses incurred by the Committee in enforcing the Project Documents; (b) costs associated with the maintenance, repair or replacement of Common Area for which the

Unit Owner is responsible; (c) any other fine, charge, fee, due, expense, or cost designated as an Individual Assessment in the Project Documents or by the Management Committee; and (d) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

26. Collection of Assessments. The Owners must pay their Assessments in a timely manner. Payments are due in advance on the first of the month. Payments are late if received after the 10th day of the month in which they were due.

a) Delinquent Assessments. Any Assessment not paid when due shall be deemed delinquent and a lien securing the obligation shall automatically attach to the Unit, regardless of whether a written notice is recorded.

b) Late Fees and Accruing Interest. A late fee of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on all tardy payments. Default interest at the rate of one percent (1.0%) per month or twelve percent (12%) per annum shall accrue on all delinquent accounts.

c) Lien. If any Unit Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Manager, Management Committee or their designee it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Unit in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

d) Foreclosure of Lien and/or Collection Action. If the Assessments remain unpaid, the Association may, as determined by the Committee, institute suit to collect the amounts due and/or to foreclose the lien.

e) Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

f) No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Unit.

g) Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Committee to take some action or perform some function required to be taken or performed by the Association or committee under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

h) Application of Payments. All payments shall be applied as follows: Additional Charges, Delinquent Assessments and Current Assessments.

i) Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to

the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Committee may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same.

j) Appointment of Trustee. If the Committee elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided s/he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

k) Attorney in Fact. Each Owner by accepting a deed to a Unit hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Unit, if the Unit is rented and Owner is delinquent in his Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

27. Liability of Management Committee. The Association shall indemnify every officer and member of the Committee against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Committee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Committee) to which he or she may be a party by reason of being or having been an officer or member of the Committee. The officers and members of the Committee shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Committee shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Committee may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Committee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Committee, or former officer or member of the Committee, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

28. Insurance. The Manager, Management Committee or Association, will obtain insurance against loss or damage by fire and other hazards for: (a) all Common Elements and Facilities; and (b) all Buildings that contain more than one Unit, including any improvement which is a permanent part of a Building. The insurance coverage shall be written on the property in the name of the Manager, Management Committee or Association, as trustee for each of the Unit Owners in the percentages established in this Declaration. The insurance premiums shall be a Common Expense. This Section is without prejudice to the right of each Unit Owner to insure his own Unit for his benefit. The Manager, Management Committee or Association shall satisfy at least the following minimum requirements:

a) Property Insurance. Blanket property insurance using the standard "Special" or "All Risk" building form. Loss adjustment shall be based upon replacement cost. For purposes of this sub-section, the term "casualty insurance" shall not mean or refer to "earthquake" or other special risks not included in the standard 'condominium' casualty policy. This additional coverage may be added by the Committee as it deems necessary in its best judgement and in its sole discretion.

b) Flood Insurance. If any part of the Project's improvements are in a Special Flood Hazard Area -- which is designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map (FIRM) -- the Association shall obtain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as

a common expense. The policy should cover any common element buildings and any other common property. The Unit Owner may also be required to purchase an individual policy. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

c) Liability Insurance. A public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000) Dollar limit per occurrence, if reasonably available, and a One Million (\$1,000,000) Dollar minimum property damage limit. If possible, the policy should be written on the comprehensive form and shall include non-owned and hired automobile liability protection.

d) Directors and Officers Insurance. A director's and officer's liability or errors and omissions policy, if reasonably available, with at least One Million (\$1,000,000) Dollars in coverage.

e) Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Management Committee to cover all non-compensated officers as well as all employees for theft of Association funds, subject to the following:

(1) Agents. Furthermore, where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Association.

(2) Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Committee's best business judgement, but shall not be less than the

estimated maximum amount of funds, including reserve funds, in the custody of the Committee, the Association, or the management agent as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Lots, plus reserve funds.

(3) Quality of Coverage. The bonds required shall meet the following additional requirements: (a) they shall name the Committee, the Owners Association, and the Property Manager as obligee; (b) if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense; (c) the premiums on all bonds required herein for the Committee and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Committee or the Association as part of the Common Expenses; and (d) the bonds shall provide that they may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least ten days' prior written notice to the Committee and the Association, to any Insurance Trustee, and to each service of loans on behalf of any Mortgagee, and FNMA.

f) Earthquake Insurance shall not be required unless requested by at least Seventy five percent (75%) of the Members of the Association.

g) Miscellaneous Items. The following provisions shall apply to all insurance coverage:

(1) Quality of Carrier. A "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance reports -- International Edition, an "A" or better rating in

Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service -- if the carrier is issuing a master policy or an insurance policy for the common elements in the Project.

(2) The Insured. The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "Association of Unit Owners of SUMMER VILLAGE, for the use and benefit of the individual Owners."

(3) Designated Representative. The Association may designate an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners.

(4) Beneficiary. In any policy covering the entire Project, each owner and his Mortgagee, if any, shall be beneficiaries of the policy in an amount equal to the Owner's percentage of undivided Ownership interest in the Common Areas and Facilities.

(5) Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

(6) Mortgage Provisions. Each policy shall contain a standard mortgage clause or its equivalent and shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each Mortgagee.

(7) Miscellaneous Provisions. Each insurance policy shall contain at least the following additional miscellaneous items: (a) A waiver of the right of a subrogation against Owners individually; and (b) A provision that the insurance is not prejudiced by any act or neglect of any individual Owner.

(8) Prompt Repair. Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

(9) Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed to repair promptly and reasonably the damages. Any proceeds remaining thereafter shall be placed in the Capital Improvement Reserve Account and retained by and for the benefit of the Association. This is a covenant for the benefit of the Association and any Mortgagee of a Unit, and may be enforced by them.

(10) Special Endorsements. Each policy shall also contain or provide those endorsements commonly purchased by other Associations in similarly situated first class subdivisions in the county, including but not limited to a guaranteed replacement cost endorsement under which the insurer agrees to replace the insurable property regardless of the cost and,; or a Replacement Cost Endorsement under which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more, and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement which waives the requirement for coinsurance; an Inflation Guard Endorsement when it can be obtained, a Building Ordinance or Law Endorsement, if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and increased costs of reconstruction; Steam Boiler and Machinery Coverage Endorsement if the Project has any central heating or cooling.

(11) Restrictions on Policies. No insurance policy shall be maintained where:

a. Individual Assessments Prohibited. Under the term of the carrier's charter, By-

Laws, or policy, contributions may be required from, or assessments may be made against, an Owner, a borrower, a Mortgagee, the Management Committee, the Association, FNMA, or the designee of FNMA.

b. Payments Contingent. By the terms of the Declaration, By- Laws, or policy, payments are contingent upon action by the carrier's board of directors, policyholder, or member; or

c. Mortgagee Limitation Provisions. The policy includes any limited clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Committee, the Association, an Owner, FNMA, or the borrowers) from collecting insurance proceeds.

(12) Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association, Committee or Owners to obtain and maintain insurance coverage, in amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

(13) Deductible. The deductible on a claim made against the Association's Property Insurance Policy shall be paid for by the party who would be liable for the loss, damage, claim, or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the Unit Owner, then the Association shall be responsible for the deductible.

h) Adjusting Claims. The Management Committee has the authority to adjust claims and, if the claim may be filed with the Unit Owner's or renter's insurance carrier, may require from the prospective claimant's insurance company a formal notice of rejection and an unconditional denial of the claim or its equivalent before submitting the claim to the Association's insurance company, particularly if (1) it risks cancellation of the Association's insurance, or (2) the problem occurred in the Unit, or (3) was caused by the claimant, or (4) the claim is legally or primarily the responsibility of the claimant, and (5) there is a substantial likelihood that the claim will be covered by the Owner's or renter's insurance company. The Management Committee may also elect to self-insure any claim and in such an instance the person legally responsible for the loss or maintenance shall pay the deductible.

29. Destruction, Condemnation, and Obsolescence. The following provisions shall apply with respect to the destruction, condemnation, or obsolescence of the Project.

a) Definitions. Each of the following terms shall have the meaning indicated:

(1) "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of the estimated cost of restoration over the funds available is Twenty five percent (25%) percent or more of the estimated restored value of the Project.

(2) "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(3) "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the estimated cost of restoration over the funds available is Twenty five (25%) percent or more of the estimated restored value of the Project.

(4) "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

(5) "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of the estimated cost of restoration over the funds available is Twenty five percent (25%) percent or more of the estimated restored value of the Project.

(6) "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

(7) "Restored Value" shall mean the fair market value of the Project after Restoration as determined by an MAI or other qualified appraisal.

(8) "Estimated Cost of Restoration" shall mean the estimated costs of restoring the Project to its former condition.

(9) "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee or Association. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee for the condemnation or taking of the Unit in which they are interested.

b) Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

c) Restoration of the Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent of the Project's undivided Ownership interest and is further consented to by Eligible Mortgagees holding Mortgages on Units which have appurtenant at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees.

d) Notices of Destruction or Obsolescence. Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration.

e) Excess Insurance. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Unit is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

f) Inadequate Insurance. If the cost of Restoration exceeds Available Funds, the Management Committee may elect to make a special assessment in accordance with Article III, Section 21 above to pay for the

deficiency.

g) Reallocation in Event of Partial Restoration. In the event that all or any portion of one or more Units will not be the subject of Restoration (even though the Project will continue as a condominium project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided Ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units.

h) Sale of Project. Unless Restoration is accomplished as set forth above, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, condominium Ownership under this Declaration and the Condominium Plat shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

i) Authority of Committee to Represent Owners in Condemnation or to Restore or Sell. The Committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities.

j) Settlement Proceeds. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear.

k) Restoration Power. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Unit therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided.

l) Right of Entry. Such authority shall include the right and power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

m) Termination of Legal Status. Any action to terminate the legal status of the Project after Substantial Destruction or Condemnation occurs shall be agreed to by Unit Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association and by Eligible Mortgage holders who represent at least fifty-one (51%) percent of the votes of the Units that are subject to mortgages held by eligible holders.

The termination of the legal status of the Project for reasons other than Substantial Destruction or Condemnation of the property shall be agreed to by Eligible Mortgage holders that represent at least sixty-seven (67%) percent of the votes of the mortgaged Units. However, implied approval may be assumed when an Eligible Mortgage holder (except (where appropriate) the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA)) fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

30. Consent in Lieu of Vote. In any case in which this Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners who collectively hold the required percentages, subject to the following conditions:

a) Sixty-Day Limit. All necessary consents must be obtained prior to the expiration of sixty (60) days from the time the first written consent is obtained; and

b) Change In Ownership. Any change in Ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and

c) Notice. If approved, written notice of the approval must be given to all Unit Owners at least ten (10) days before any action is required by them.

31. Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value. Mortgagees are excluded from any leasing or rental restrictions when obtaining or after obtaining a Unit in foreclosure. The lien or claim against a Unit for unpaid Assessments levied by the Management Committee or by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due. In addition:

a) Effects of Voluntary and Involuntary Sale. The lien or claim against a Unit for such unpaid Assessments shall not be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit the lien of any Assessments becoming due thereafter.

b) Books and Records Available for Inspection. The Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, By-Laws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Committee and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

c) Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

d) Management Contracts. Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Management Committee shall provide, or be deemed to provide hereby, that:

(1) Either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and

(2) No contract may be for an initial term greater than one (1) year.

e) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the

name and address of such holder, insurer or guarantor and the Unit Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(1) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(2) Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.

(3) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(4) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

f) Approval of Proposed Action or Transaction. Any Mortgagee who receives, by certified or registered mail, a written request, with a return receipt requested, to approve any act, transaction or amendment to the Declaration, and who does not return a negative response within thirty (30) days shall be deemed to have approved such request; provided, however and anything to the contrary notwithstanding, so long as Declarant is in control of the owner's association, such action or transaction must be approved in writing by the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) and, if any financing or the guaranty of any financing of a Unit is provided by the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), by such agencies.

32. Amendment. This Declaration may be amended as follows:

a) Amendments by Declarant. Declarant may amend this Declaration as may be necessary in connection with the rights of expansion allowed by this Declaration. Such amendments shall pertain only to the expansion of the project and shall not otherwise alter the rights of the Owners. Until after the termination of the Declarant's Period of Control, this document and the Condominium Plat may be amended as may be requested by FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the Declaration or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof, by the execution by Declarant of an instrument amending the same without any additional approval required, and no other amendment shall be valid or enforceable without the Declarant's prior written consent. Declarant expressly reserves the right to change in the first and/or all future phases the definition of Common Area and/or Unit, and their designation on the Plat, in order to expand the definition of a Unit to include the roof, exterior walls, footings and foundations, etc., provided the maintenance, repair and replacement of such items remain part of the Area of Common Responsibility and the Project is developed in accordance with the approved development plan of the City's planning commission.

b) Consent of the Owners. Subject to the right of expansion allowed by this Declaration, after the termination of the Declarant's Period of Control, the affirmative vote of at least sixty seven percent (67%) of the Owners shall be required and shall be sufficient to amend the Declaration or the Condominium Plat. Provided, however, the modification of any provision expressly and specifically affecting the Units shall require the unanimous consent of all Unit Owners. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

c) Protection of Declarant Rights. An amendment shall not terminate or decrease any unexpired development right, or Period of Declarant Control unless the Declarant approves or consents in writing.

d) Execution of Amendments. An amendment or revocation which only requires the execution of an instrument by Declarant as hereinabove provided shall be effective when executed by Declarant and when recorded in the office of the County Recorder of Utah County, Utah. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been so approved and the Declarant if the Declarant's consent is also required, and when the amendment has been recorded in the office of the County Recorder of Utah County, Utah.

e) Consent of Eligible Mortgagee to Terminate Legal Status of Project. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project.

f) Consent of Eligible Mortgagees to Add or Amend Any Material Provision. Subject to the right of expansion allowed by this Declaration The consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Condominium Plat which establishes, provides for, governs, or regulates any of the following:

- Voting rights;
- Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- Reductions in reserves for maintenance, repair, and replacement of Common Areas, Facilities and Elements;
- Responsibility for maintenance and repairs;
- Reallocation of interests in the Common Area, Limited Common Area, and general or limited common elements, or rights to their use;
- Redefinition of any Unit boundaries;
- Convertibility of Units into Common Area or Elements, or vice versa;
- Hazard or fidelity insurance requirements;
- Imposition of any restrictions on the leasing of Units;
- Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- A decision by the Association (if the Project consists of more than 50 Units) to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;

- Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the documents; and
- Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

Any addition or amendment shall not be considered material for purposes of this paragraph if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Condominium Plat is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Condominium Plat or the termination of the legal status of the Project. If such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

33. Due Process Requirements; Notice of Hearing; Opportunity to be Heard. In the event of a claimed violation of the Project Documents or the Act, no citation or suspension shall be imposed without the Management Committee first giving the alleged violator written notice of the violation and an opportunity to be heard by the Committee. Provided, however, nothing herein shall be construed to prevent the Management Committee from (a) immobilizing, towing or impounding a motor vehicle in violation of the parking rules and regulations for which no additional notice is required, or (b) making any emergency repairs or taking any other emergency action it deems necessary and subsequently providing notice to the Unit Owner or Resident and giving them an opportunity to be heard.

34. Declarant's Sales Program. Anything to the contrary notwithstanding, until Declarant has sold all Units owned by it, or the expiration of seven (7) years following the date on which the Declaration is filed for record in the Office of the Utah County Recorder, whichever first occurs, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Declarant from any obligations of an Owner to pay his portion of the Common Expenses or other Assessments, except as herein otherwise provided. Neither the Owners, the Association, nor the Management Committee shall interfere with the completion of improvements and sale of Declarant's Units, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Units owned by Declarant:

- Sales Office and Model Units. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Units at any one time. Such office and/or models may be one or more of the Units owned by the Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing;
- Promotional. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property.
- Common Area Use. Declarant shall have the right to use the Common Areas of the Project including but not limited to the right to use the Clubhouse as a sales office and in any other way necessary to facilitate sales.
- Relocation and Removal. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the Event, Declarant shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort.

35. Limitation on Improvements by Association. Until such time as the earlier of the following events occur: (a) all of the Additional Land has been added and the Declarant has sold or rented all of the Units, or (b) seven (7) years after the date of the sale of the first Unit in Phase I, or (c) such time as Declarant chooses, neither the Association nor the Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally created or constructed by Declarant.

36. Completion Obligation. Declarant hereby covenants in favor of each Owner that within two (2) years from the date of any contract of sale:

a) Units. Each Unit which an Owner has contracted to purchase, the Building within which such Unit is contained or is to be contained, and the appurtenant Limited Common Area shall be substantially constructed, and ready for use or occupancy (as the case may be); and

b) Common Area. There shall be substantially completed and usable as part of the Common Areas within the Phase for which the Unit is a part, all planned landscaping, green space, sidewalks, parking facilities, roads, fences, outdoor lighting, and utility lines and conduits adjacent to the Unit or Building in which a Unit is located, and necessary for its use.

37. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Units or Buildings in the Project title to which is vested in Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant) herein.

38. Mortgagee Approval. Until the termination of the Period of Declarant's Control, the Declarant shall not annex additional properties or amend the Declaration without the prior written consent (where appropriate) of the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA).

39. Transfer of Management. Anything to the contrary notwithstanding, Declarant may at any time relinquish its reserved right to select the Members of the Committee and may elect to transfer the management of the Project to a Committee elected by the Owners. Upon the termination of the Period of Declarant's Control, or sooner if the Declarant so elects, Declarant shall notify Owners in writing of the effective date of such transfer (the "Transfer Date") at least forty five (45) days prior thereto. Thereupon, the Owners shall call a meeting to elect the Members of the Management Committee to take office as of the Transfer Date. Declarant covenants to cooperate with the Owners in effecting an orderly transition of management. Moreover, Declarant shall cause all obligations for Common Expenses of the Association prior to the Transfer Date to be paid in full on or before such date, and shall transfer any Association funds to the newly elected Committee.

40. Working Capital Fund. A working capital fund shall be established by the Declarant equal to or greater than three (3) months' Assessments for each Unit. Each Unit's share of the working capital fund shall be collected and transferred to the Management Committee at the time of closing of the sale of each Unit by Declarant. Notwithstanding the foregoing, the contribution to the working capital fund for each unsold Unit shall be paid to the Management Committee at the time such Unit is first occupied for residential purposes or a certificate of permanent occupancy is issued, whichever first occurs. With respect to each Unit for which the Declarant pays the contribution to the working capital fund, the Declarant shall be reimbursed for such contribution by the buyer of such Unit at the time

of closing. The purpose of the working capital fund is to insure that the Management Committee will have cash available to satisfy unforeseen expenses or to acquire additional equipment or services necessary for the operation, control and regulation of the Project. Sums paid into the working capital fund are not to be considered as advance payments or regular monthly payments of Common Expenses. Thereafter, the Management Committee may continue the working capital fund by charging a reasonable transfer or impact fee when Units are sold or rented.

41. Separate Taxation. Each Unit and its percentage of undivided interest in the Common Areas and Facilities shall be considered to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither the Building or Buildings, the property nor any of the Common Areas and Facilities may be considered a parcel for tax purposes.

42. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

43. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

44. Enforcement and Right to Recover Attorneys Fees. Should the Association or Committee be required to take action to enforce the Declaration, By-Laws or any administrative rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue.

45. Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act and the office. The initial Registered Agent is Stephen Larsen and the initial office of the Registered Agent is 935 West Center Street, Lindon, Utah 84042 .

46. Expansion of the Project.

a) Reservation of Option to Expand. Declarant hereby reserves the option to expand the Project to include additional Units in the Project. This 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 seven (7) years from the date following the recording 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 seven (7) years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as herein specifically provided. Such Units shall be constructed on any or all portions of the Additional Property. The option to expand is subject to the provisions of Article I, Paragraph 35 hereof as to the parameters of the Period of Declarant's control.

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 Utah County, Utah, no later than seven (7) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Units, together with supplemental Map or Maps containing the same information with respect to the new Units as was required on the Map with respect to the Phase I Units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

c) 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 Project as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to the Project by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Units after such expansion shall be effective to transfer rights in the Project, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Utah County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Units in the Project as it existed before such expansion the respective undivided interests in the new Common Areas added to the Project as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Unit in the Project as it existed, interest so acquired by the Owner of the Unit encumbering the new Common Areas added to the Project as a result of such expansion.

d) Declaration Operative on New Units. The new Units shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Utah County Recorder.

e) Right of Declarant to Adjust Ownership Interest in Common Areas. Each deed of a 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 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 Declarations recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the 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 seven (7) years after the effective date of the Declaration.

Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Map 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 Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

f) Other Provisions Concerning Expansion. If the Project is expanded as hereinbefore contained, then it is further provided that:

(1) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all additional Units created must be restricted to multi family residential housing limited to one family per Unit.

(2) Portions of the Additional Land may be added to the Project at different times

without any limitations.

(3) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Property through the easement areas or areas conveyed to the City as roadways as shown on the Map. The Association of Unit Owners shall not allow anything to be built upon or interfere with said easement or roadway areas.

(4) No assurances are made concerning:

a. The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Project.

b. Type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the common facilities, Buildings and Units will be comparable to the Phase I facilities on a per Unit basis and will be of a similar quality of materials and construction to Phase I and will be substantially completed prior to annexation.

c. Whether any Units created on any portion of the Additional Land will be substantially identical to those within the initial Project except that Units will be constructed of an equal or better quality of materials and construction than the Units in Phase I.

d. Type, size, or maximum number of Limited Common Areas which may be created within any portion of the Additional Land added to the Project.

(5) Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the submission of any portion of the Additional Land to the provisions of the Act as Land under this Declaration; (b) the creation, construction, or addition to the Project of any additional property; (c) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (d) the taking of any particular action with respect to the Additional Land, the Project, or any Land.

(6) Assuming that only Phase I of the Project is completed, the minimum number of Units would be fourteen (14) and the maximum percentage of ownership interest of each Unit would be 7.1428%. Assuming all Phases in the Project are completed and all of the Additional Land is added to the Project (a) the maximum number of Units would be two hundred twenty (220) Units; (b) there would be approximately twenty-two acres (22); (c) the maximum number of units per net acre would be about ten (10); and (d) the minimum Percentage Interest of each Unit would be .4545%. Provided, however, the number of Units actually constructed and the actual undivided percentage of ownership interest of each Unit may actually be somewhere in between the numbers and percentages set forth above.

g) General Liability Insurance Policy for Expansion of Project. Pursuant to Title 38, CFR Section 36.4360 (a) (5), which is incorporated herein by this reference, the Declarant shall purchase at its own expense and maintain a general liability insurance policy in the sum of not less than \$1 million to cover any liability which owners of previously sold units are exposed to as a consequence of further and future expansion of the project pursuant hereto.

47. Combination of Units. An owner of two or more adjoining units shall have the right upon approval of the management committee and the mortgagees of said units, to combine one or more adjoining units or portions thereof and to alter or amend the declaration and map to reflect such combination.

a) Such amendments may be accomplished by the unit owner recording an amendment or

amendments to this declaration, together with an amended map or maps containing the same information with respect to the altered units as required in the initial declaration and map with respect to the initial units. All costs and expenses required in such amendments shall be borne by the unit owner desiring such combination.

b) All such amendments to the declaration and map must be approved by attorneys employed by the management committee to insure the continuing legality of the declaration and the map. The cost of such review by the attorneys shall be borne by the person wishing to combine the units.

c) Any amendments of the declaration or map pursuant to this paragraph 20 shall reflect the changes occasioned by the alteration. Such changes shall include a change in the percentage of undivided interest in the common areas and facilities which are appurtenant to the units involved in the alterations. The remaining combined unit, if two or more units are totally combined, will acquire the total of the percentage of undivided interest in the common areas and facilities appurtenant to the units that are combined as set forth in Exhibit B. If a portion of one unit is combined with another, the resulting units shall acquire a proportionate percentage of the total undivided interest in the common areas and facilities of the units involved in the combination on the basis of area remaining in the respective, combined units. The percentage of undivided interest in the common areas and facilities appurtenant to all other units shall not be changed. All such amendments must, in all instances, be consented to by the management committee and also all other persons holding interest in the units affected. The consent of other unit owners need not be obtained to make such amendments or alterations valid, providing the percentages of undivided interest in the common areas and facilities of the other unit owners remain unchanged.

48. Fines. Each Owner and Resident is responsible for adhering to the Project Documents governing the Project. Pursuant to U.C.A., Section 57-8-37 (2001), a breach of these restrictive covenants and rules is subject to enforcement pursuant to the declaration and may include the imposition of a fine. Each Owner is also accountable and responsible for the behavior of his or her residents, tenants and/or guests. Fines levied against residents, tenants, and guests are the responsibility of the Owner. The Management Committee shall react to each material violation in the following manner:

a. Fines imposed are final unless appealed in writing to the Management Committee within thirty (30) days of written notification of the violation. If a request for a hearing is not submitted to the Management Committee within thirty (30) days, the right to a hearing is waived, and the fine imposed will stand. A request for a hearing to appeal should be sent in writing to the Manager or Secretary of the Association.

b. Before assessing a fine under Subsection (a), the Management Committee shall give notice to the homeowner of the violation and inform the owner that the fine will be imposed if the violation is not cured within the time provided in the declaration, bylaws, or rules, which shall be at least forty-eight (48) hours.

c. A fine assessed under Subsection (a) shall:

(1) be made only for a violation of a restrictive covenant, rule or regulation;

(2) be in the amount specifically provided for in the declaration, bylaws, or association rules for that specific type of violation, not to exceed \$500.00; and

(3) accrue interest and late fees as provided in the declaration, bylaws, or association rules.

d. Cumulative fines for a continuing violation may not exceed \$500.00 per month.

e. An Owner who is assessed a fine under Subsection (a) may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in

accordance with standards of due process adopted by the Management Committee. No finance charge, default interest, or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

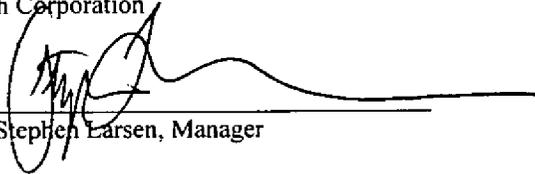
f. An Owner may appeal a fine issued under Subsection (a) by initiating a civil action within one hundred and eighty (180) days after: (1) A hearing has been held and a final decision has been rendered by the management committee under Subsection (e); or (2) The time to request an informal hearing under Subsection (e) has expired without Owner making such a request.

g. A fine assessed under Subsection (a) which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under Section 26(c) above.

49. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Condominium Plat shall take effect upon its being filed for record in the office of the County Recorder of Utah County, Utah.

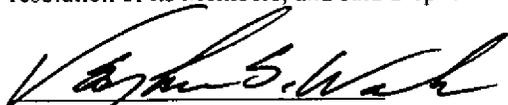
Executed the 23 day of December, 2004.

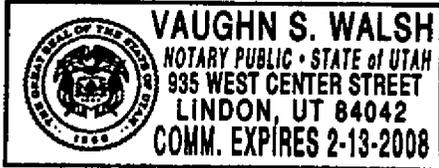
S&L Landscaping and Excavation Incorporated,
a Utah Corporation

By: 
Stephen Larsen, Manager

STATE OF UTAH)
)ss:
COUNTY OF Utah)

On the 23 day of December, 2004, personally appeared before me Stephen Larsen, who by me being duly sworn, did say that he is the President of S&L Landscaping and Excavation Incorporated, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said Stephen Larsen duly acknowledged to me that said Company executed the same.


NOTARY PUBLIC
Residing At: Utah County
Commission Expires:
2-13-2008



**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A"**

The Land described in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

PHASE I OF SUMMER VILLAGE

**LEGAL DESCRIPTION OF ADDITIONAL LAND
EXHIBIT "B"**

The Additional Land described in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

Parcel 1: Serial :58:032:0083

COMM 89 DEG 51'52" E 1318.58 FT. & S 474.3 FT FR N 1/4 COR. SEC. 14, T5S, R1W, SLB&M.; N 87 DEG 26'32"E 483.91 FT; S 2 DEG 8'7" E 243.98 FT; N 89 DEG 28' 0" E 60 FT; S 0 DEG 28'0" E 348.84 FT; S 89 DEG 28'1" W 564.99 FT ; N 0 DEG 57'23" E 575.82 FT TO BEG. AREA 7.137 AC.

Parcel 2 : Serial : 58:023:0030

COM W 762.55 FT 7 N 417.98 FT FR SE COR. OF SEC. 11 T5S R1W SLB&M.; S 86 DEG 59'0" W 568.6 FT; S 0 DEG 20'0" W 865.2 FT; N 87 DEG 0'15" E 572.12 FT; N 0 DEG 5'58" E 865.2 FT TO BEG AREA 11.311 AC

Parcel 3: Serial : 58:0023:0035

COM W 237.36 FT & N 257.22 FT FR SE COR. OF SEC. 11 T5S R1W SLB&M; N 3 DEG 29'0" W 167.3 FT; N 88 DEG 21'0" W 256.7 FT; S 86 DEG 59'0" W 258.8 FT; S 0 DEG 5'58" W 296.5 FT; E 546.72 FT; N 8 DEG 48'0" W 137.36 FT TO BEG. AREA 3.69 AC.

EXHIBIT "C"
PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

Phase	Unit No.	Fractional Interest
1	1	1/14
1	2	1/14
1	3	1/14
1	4	1/14
1	5	1/14
1	6	1/14
1	7	1/14
1	8	1/14
1	9	1/14
1	10	1/14
1	11	1/14
1	12	1/14
1	13	1/14
1	14	1/14
TOTAL:		100.0%

EXHIBIT "D"
BY-LAWS FOR

SUMMER VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I
PLAN OF UNIT OWNERSHIP AND INCORPORATION

1. Submission. These are the By-Laws referred to in the foregoing Declaration of Condominium of SUMMER VILLAGE (the "Declaration"), which is located in Utah County, State of Utah. These By Laws shall govern the administration of the Project and the Association.

2. Organizational Form. If the Association is incorporated under the laws of the State of Utah, then these By-Laws shall also function and operate as the by-laws of the corporation.

3. Office and Registered Agent. The initial Registered Agent shall be Stephen Larsen of 935 West Center, Lindon, Utah 84042. However, after transfer of management and control of the Association is made by the Declarant to the members of the Association, the Registered Agent shall be the President of the Association and the Registered Office shall be the home of the President or such other place as shall be designated by him.

ARTICLE II
ASSOCIATION

1. Composition. The association of unit owners is a mandatory association consisting of all Owners.

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

3. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail to each owner at his last known address, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Association not less than ten (10) and not more than thirty (30) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meetings. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

4. Qualified Voters. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he is in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid his share of the Common Expenses and all Assessments and/or Additional Charges due.

5. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Owner attends the meeting in person, (b) it is revoked in writing and written notice of the revocation is given to the Secretary of the Association prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Association prior to the meeting. Only individual Owners or the legal representative of an institutional Owner may be proxies.

6. Quorum Voting. Fifty-one (51.0%) percent of the members of the Association shall constitute a quorum for the adoption of decisions. If however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two days after the set time for the original meeting. No notice of such rescheduled

meeting shall be required except an oral announcement at the meeting to be rescheduled. Those Owners present, either in person or by proxy, at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association in person or by proxy, shall decide any question brought before the meeting. If the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

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

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

8. Conduct of Meeting. The President shall, or in his absence the Vice-President, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting as well as record of all transactions occurring thereat.

9. Open Meeting Policy. All Management Committee meetings shall be open to all voting members, but attendees other than members of the Management Committee may not participate in any discussion or deliberation unless a majority of a quorum requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.

10. Action May Be Taken Without A Meeting. Any action to be taken at the meeting of the Management Committee or any action that be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all the members of the Management Committee. An explanation of the action taken shall be posted at a prominent place or places within the common areas with three (3) days after the written consents of all of the members of the Management Committee have been obtained.

11. Executive Session. The Management Committee, with approval of a majority of a quorum, may adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation in which the Association is or may become involved, and orders of business of a privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

ARTICLE III MANAGEMENT COMMITTEE

1. Powers and Duties. The affairs and business of the Association shall be managed by the Management Committee consisting of three (3) or more Unit Owners. The Declarant alone shall be entitled to select all or any portion of the Management Committee until such time as the first to occur of the following: Units to which an aggregate of at least three-fourths (3/4) of the Percentage Interest then appertain have been conveyed by Declarant, or all Additional Land has been added to the Project whichever occurs last; or the expiration of six (6) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah. ("Declarant Control Period").

Within 30 days after the termination of the Declarant Control Period, the Declarant shall give notice of a meeting of the Association pursuant to the provisions of the By-Laws for the purpose of election of a Management Committee. The election shall be conducted by the Management Committee selected by the Declarant and shall be made pursuant to the provisions of the By-Laws. The Management Committee shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Project. The Committee shall have the power from time to time to adopt any Rules and Regulations deemed proper for the exercise of its management powers. The Committee may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) allocating the Common Expenses;
- c) Providing for the operation, care, upkeep, replacement, maintenance, and regulation of all the Common Areas and Facilities.
- d) Designating, hiring, and dismissing the personnel necessary to operate and maintain the Project.
- e) Collecting and depositing the Assessments.
- f) Making, amending, and enforcing the Rules and Regulations.
- g) Opening and closing of bank accounts for and in behalf of the Association, and designating the signatories required therefor.
- h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of the By-Laws, after damage or destruction by fire or other casualty.
- i) Enforcing by legal means the Project Documents.
- j) Purchasing and maintaining insurance.
- k) Paying the cost of all services rendered to the Project and not billed directly to Owners or individual Units.
- l) Keeping books and records with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. Said documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon a resolution approved by a majority of the Members of the Association, shall be formally Audited by an outside auditor employed by the Committee who shall not be a resident of the Project or an Owner therein. The cost of such Audit shall be a Common Expense. Copies of books and records, financial statements, reports, compilations, and Audits shall be supplied to any first mortgagee of any Unit in the Project who requests the same in writing from the Secretary. A mortgage holder, at its expense, may have an Audited financial statement prepared at any time.

m) Providing, where necessary, all water, electricity, and other necessary utility services for the Common Areas and such services to the Units, including but not limited to heating, as are not separately metered or charged to the Owners.

n) Making emergency repairs;

o) At the sole expense and risk of the owner, impounding, immobilizing, towing or otherwise removing any motor vehicle parked, stored or standing in violation of the parking rules and regulations or in an unauthorized area;

p) Assigning or leasing overflow parking spaces to residents and/or establishing handicap parking;

q) Establishing and collecting user fees; and

r) Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Declaration or By-Laws, or to do anything required by a proper resolution of the Management Committee or Association.

2. Composition of Management Committee. The Management Committee shall be composed of three (3) or more members.

3. Election and Term of Office of the Committee. The term of office of membership on the Management Committee shall be two (2) years. At the expiration of the member's term, a successor shall be elected.

4. First Meeting. The first meeting of the members of the Management Committee shall be immediately following the annual meeting of the Association or at such other time and place designated by the Committee.

5. Regular Meetings. Regular meetings of the Management Committee shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Committee, but no less often than monthly.

6. Special Meetings. Special meetings of the Management Committee may be called by the President, Vice President or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. Mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Committee shall be valid for any and all purposes.

7. Waiver of Notice. Before or at any meeting of the Management Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Committee shall constitute a waiver of notice. If all the members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

8. Committee's Quorum. At all meetings of the Management Committee, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Committee members present at a meeting at which a quorum is present shall be deemed to be the acts of the Committee. If, at any meeting of the Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. Vacancies. Vacancies in the Management Committee caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Committee at a

special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the committee; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

10. Removal of Committee Member. A member of the Management Committee may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Committee Member who misses twenty-five percent (25%) or more of the Committee Meetings or who misses three (3) consecutive meetings, in any calendar year, shall be automatically removed from the Committee.

11. Conduct of Meetings. The President shall preside over all meetings of the Committee and the Secretary shall keep a Minute Book of the Committee recording therein all resolutions adopted by the Committee and a record of all transactions and proceedings occurring at such meetings.

12. Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

ARTICLE IV OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Committee. The Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. The President, Secretary and Treasurer must be members of the Committee. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the Committee at the first meeting of each Committee immediately following the annual meeting of the Association and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the Committee, and his successor may be elected at any regular meeting of the Committee, or at any special meeting of the Committee called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Committee shall be an ex officio member of all committees; he shall have general and active management of the business of the Committee and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a corporation organized under the laws of the State of Utah.

5. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice President is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

6. Secretary. The secretary shall attend all meetings of the Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Committee and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Managing Agent, and with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Committee, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

ARTICLE V FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association.

ARTICLE VI INVESTMENT OF COMMON FUNDS

Common funds may only be deposited into institutions which are federally insured.

ARTICLE VII AMENDMENT TO BY-LAWS

1. Amendments. These By-Laws may be modified or amended either (a) by the affirmative vote of a majority of the members of the Association or (b) pursuant to a written instrument of consent duly executed by a majority of the members of the Association; provided, however, all of the written consents must be obtained within a ninety (90) day period and, so long as Declarant is in control of the owner's association, must be approved in writing by the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) and, if any financing or the guaranty of any financing of a Unit is provided by the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), by such agencies.

2. Recording. An amendment to these By-Laws shall become effective immediately upon recordation in the Office of the County Recorder of Utah County, State of Utah.

ARTICLE VIII NOTICE

1. Manner of Notice. All notices, demands, bills, statements, or other communications provided for or required

under these By-Laws (except as to notices of Association meetings which were previously addressed in Article II of these By-Laws) shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, a) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

ARTICLE IX
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provision of the Declaration shall control.

2. Waiver. No restriction, condition, obligation, or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

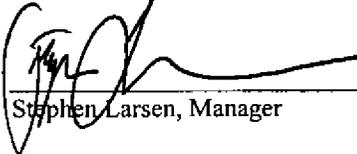
3. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

4. Interpretation. Whenever in these By-Laws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while the term "may" is permissive.

5. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

Dated the ___ day of April, 2004.

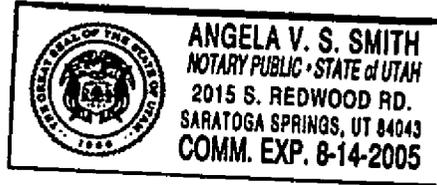
SUMMER VILLAGE DEVELOPERS, LLC,
a Utah limited liability company

By: 
Stephen Larsen, Manager

STATE OF UTAH)
)ss:
COUNTY OF Utah)

On the ___ day of April, 2004, personally appeared before me Stephen Larsen, who by me being duly sworn, did say that he is the Manager of SUMMER VILLAGE DEVELOPERS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said Stephen Larsen duly acknowledged to me that said Company executed the same.


NOTARY PUBLIC
Residing At: 2015 S. Redwood Road
Commission Expires: 8-14-2005



WHEN RECORDED RETURN TO:
S&L Landscaping and Excavation Incorporated
935 West Center
Lindon, Utah 84042

ENT 119111:2005 PG 1 of 8
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Oct 19 10:38 am FEE 50.00 BY SDH
RECORDED FOR SARATOGA SPRINGS CITY

**FIRST SUPPLEMENT TO THE
DECLARATION OF CONDOMINIUM
FOR SUMMER VILLAGE
(an Expandable Utah Condominium Project)**

This First Supplement to the Declaration of Condominium for SUMMER VILLAGE, is made and executed on the date set forth below, by ~~Summer Village Developers, LLC, a Utah limited liability company,~~ ("Declarant") of 935 West Center Street, Lindon, Utah 84042. *S&L Landscaping & Excavating, Inc.*

RECITALS:

A. On December 28, 2004, The original Declaration of Condominium for Summer Village, an Expandable Utah Condominium Project ("Declaration") was recorded with the office of the Utah County Recorder as entry number 1449742004. The related condominium plat covering Phase I has also been recorded in the office of the Recorder of Utah County, Utah covering real property located in Utah County, State of Utah described in Exhibit "A" attached hereto and incorporated herein.

B. Under the Declaration (Section 46 of Article III) Declarant reserved the right to expand the Project until the seventh anniversary of the recording of the Declaration in accordance with the Act.

C. Declarant is the record owner of the real property located in Utah County, Utah, described in Exhibit "B" attached to this First Supplement to the Declaration and incorporated herein by reference ("Phase II). This First Supplement to the Declaration seeks to comply in every way with the expansion provisions of the Declaration. Under the Declaration, Declarant reserved the right to add to the Project any or all portions of the Additional Land at any time and in any order, without limitation.

D. Declarant desires to expand the Project by creating on the Phase II Property a residential condominium development.

E. The Condominium Plat for Phase II ("Phase II Map"), recorded herewith, also describes the Phase II Property. It is the desire, intent and purpose of Declarant that the Phase II Property shall become subject to the Declaration and the Act. To this end and for the benefit of the Project and the Owners thereof, Declarant makes this First Supplement to the Declaration.

F. There currently exists in the Project fourteen (14) Units, Limited Common Areas and Common Areas. This First Supplement to the Declaration and the Phase II Map expands the Project to include four (4) additional Buildings containing twenty six (26) additional Units, Limited Common Areas and Common Areas shown on the Phase II Map.

AGREEMENT

NOW, THEREFORE, for the foregoing purposes, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this First Supplement to the Declaration.

I. DEFINITIONS

A. Article I of the Declaration, entitled "Definitions" is hereby modified to include the following supplemental definitions:

1. First Supplement to the Declaration shall mean and refer to this First Supplement to the Declaration of Condominium for Summer Village.

2. First Supplemental Map(s) or Phase II Property Map(s) shall mean and refer to the Supplemental Plat Map(s) for the additional phases of the Project described on Exhibit "B" prepared and certified by a duly registered Utah Land Surveyor and filed for record in the Office of the Utah County Recorder concurrently with the filing of this First Supplement to the Declaration.

B. Except as otherwise defined herein or as may be required by the context, all terms or expressions defined in Article I of the Declaration are incorporated herein by this reference.

II. SUBMISSION

There is hereby submitted to the provisions of the Act, as additional property associated with the Project, the real property situated in Utah County, State of Utah, described in Exhibit "B", attached hereto and made a part hereof, (Phase II) and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, as supplemented and subject to the easements, restrictions, reservations and other provisions set forth in the Declaration. Declarant hereby declares that the Phase II Property shall be annexed to and become subject to the Declaration, which upon recordation of this First Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit "B" subject to the functions, powers, rights, duties and jurisdiction of the Association.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. Description of Improvements. As shown on the Phase II Map, four (4) additional Buildings and twenty six (26) additional Units are or will be constructed and/or created in the Project on Phase II Property. The additional Buildings and Units are located within a portion of the Additional Land. Upon the recordation of the Map for Phase II and this First Supplement to the Declaration, the total number of Units in the Project will be forty (40). The additional Buildings and Units in Phase II will be substantially similar in construction, design, and quality to the Building and Units in the prior Phase. Phase II shall also include Common Area and Limited Common Area. The Common Area will include open space, landscaping and common utility systems. The Limited Common Area will include driveway and private yard.

2. Description and Legal Status of the Property. The Phase II Map shows the Unit designation of each Unit located within the boundaries of this expansion, its location, the Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities and other pertinent information. All Units shall be capable of being independently owned, encumbered and conveyed; and shall have an appurtenant undivided percentage of ownership interest in the Common Areas and Facilities, subject to the rights of Declarant, the City, and all easements of record.

3. Computation of Fractional Interest. Pursuant to the Act and the Declaration, Declarant is required,

with the additional Units, to reallocate the undivided percentages of ownership in the Common Area and Facilities. The fractional interest in the Common Area and Facilities which becomes appurtenant to each Unit, with this First Supplement to the Declaration has been recomputed in the aforesaid manner and is depicted in Exhibit "C" attached hereto and made a part hereof, applicable to all Units after addition to the Project after this expansion. Upon future expansion(s) of the Project, the fractional interest appurtenant to each Unit then contained in the Project shall be recomputed and revised pursuant to the Act and the Declaration.

4. Effective Date. This First Supplementary Declaration to the Declaration shall take effect upon its being filed for record in the office of the Utah County Recorder, State of Utah.

Executed the 17 day of October, 2005.

SUMMER VILLAGE DEVELOPERS, L.L.C.,
a Utah limited liability company
By: [Signature]
Scott Larsen, Member *OFFICER* S&L Landscaping & Excavating, Inc.

STATE OF UTAH)
)ss:
COUNTY OF Utah)

On the 17 day of October, 2005, personally appeared before me Scott Larsen, who by me being duly sworn, did say that he is a Member of ~~SUMMER VILLAGE DEVELOPERS, L.L.C., a Utah limited liability company,~~ and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said Stephen Larsen duly acknowledged to me that said Company executed the same.

[Signature]
NOTARY PUBLIC
Residing At:
Commission Expires:

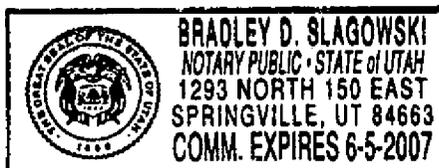


EXHIBIT "A"

**PHASE I
SUMMER VILLAGE**

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1537.94 FEET AND SOUTH 883.79 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE EAST 134.03 FEET; THENCE NORTH 02°08'07" WEST 151.94 FEET; THENCE NORTH 87°51'53" EAST 155.15 FEET; THENCE NORTH 00°28'00" WEST 29.24 FEET; THENCE NORTH 89°28'00" EAST 50.00 FEET; THENCE SOUTH 00°28'00" EAST 348.84 FEET; THENCE SOUTH 89°28'02" WEST 336.02 FEET; THENCE NORTH 164.63 FEET TO THE POINT OF BEGINNING.

AREA CONTAINED: 2.0133 ACRES

EXHIBIT "B"

**PHASE II
SUMMER VILLAGE**

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1404.97 FEET AND SOUTH 691.67 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

Thence South 89°02'37" East, a distance of 56.00 feet; thence North 87°51'53" East, a distance of 259.74 feet; thence South 02°08'07" East, a distance of 46.66 feet; thence South 87°51'53" West, a distance of 56.00 feet; thence South 02°08'07" East, a distance of 151.94 feet; thence West, a distance of 134.02 feet; thence South, a distance of 164.63 feet; thence South 89°28'02" West, a distance of 228.98 feet; thence North 00°57'23" East, a distance of 303.17 feet; thence South 89°02'37" East, a distance of 90.00 feet; thence North 00°57'23" East, a distance of 56.95 feet to the POINT OF BEGINNING.

Containing 103,917 square feet or 2.3856 acres, more or less

EXHIBIT "C"
FRACTIONAL INTEREST OF UNDIVIDED OWNERSHIP INTEREST

Phase	Unit No.	Fractional Interest
I	1	1/40
I	2	1/40
I	3	1/40
I	4	1/40
I	5	1/40
I	6	1/40
I	7	1/40
I	8	1/40
I	9	1/40
I	10	1/40
I	11	1/40
I	12	1/40
I	13	1/40
I	14	1/40
II	15	1/40
II	16	1/40
II	17	1/40
II	18	1/40
II	19	1/40
II	20	1/40
II	21	1/40
II	22	1/40
II	23	1/40
II	24	1/40
II	25	1/40
II	26	1/40
II	27	1/40
II	28	1/40
II	29	1/40
II	30	1/40
II	31	1/40
II	32	1/40
II	33	1/40
II	34	1/40

Phase	Unit No.	Fractional Interest
II	35	1/40
II	36	1/40
II	37	1/40
II	38	1/40
II	39	1/40
II	40	1/40
TOTAL:		100.0%

WHEN RECORDED RETURN TO:
S&L Landscaping and Excavation, Inc.
935 West Center
Lindon, Utah 84042

**SECOND SUPPLEMENT TO THE
DECLARATION OF CONDOMINIUM
FOR SUMMER VILLAGE
(an Expandable Utah Condominium Project)**

This Second Supplement to the Declaration of Condominium for SUMMER VILLAGE, is made and executed on the date set forth below, by S&L Landscaping and Excavation, Inc, a Utah corporation, ("Declarant") of 935 West Center Street, Lindon, Utah 84042.

RECITALS:

A. On December 28, 2004, The original Declaration of Condominium for Summer Village, an Expandable Utah Condominium Project ("Declaration") was recorded with the office of the Utah County Recorder as entry number 144974:2004. A First Supplement to the Declaration of Condominium For Summer Village was recorded with the office of the Utah County Recorder on October 19, 2005, as entry number 119111:2005. The related condominium plat covering Phase I and Phase II has also been recorded in the office of the Recorder of Utah County, Utah covering real property located in Utah County, State of Utah described in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

B. Under the Declaration (Section 46 of Article III) Declarant reserved the right to expand the Project until the seventh anniversary of the recording of the Declaration in accordance with the Act.

C. Declarant is the record owner of the real property located in Utah County, Utah, described in Exhibit "C" attached to this Second Supplement to the Declaration and incorporated herein by reference ("Phase III). This Second Supplement to the Declaration seeks to comply in every way with the expansion provisions of the Declaration. Under the Declaration, Declarant reserved the right to add to the Project any or all portions of the Additional Land at any time and in any order, without limitation.

D. Declarant desires to expand the Project by creating on the Phase III Property a residential condominium development.

E. The Condominium Plat for Phase III ("Phase III Map"), recorded herewith, also describes the Phase III Property. It is the desire, intent and purpose of Declarant that the Phase III Property shall become subject to the Declaration and the Act. To this end and for the benefit of the Project and the Owners thereof, Declarant makes this Second Supplement to the Declaration.

F. There currently exists in the Project forty (40) Units, Limited Common Areas and Common Areas. This Second Supplement to the Declaration and the Phase III Map expands the Project to include four (4) additional Buildings containing thirty-six (36) additional Units, Limited Common Areas and Common Areas shown on the Phase III Map.

AGREEMENT

NOW, THEREFORE, for the foregoing purposes, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this Second Supplement to the Declaration.

I. DEFINITIONS

A. Article I of the Declaration, entitled "Definitions" is hereby modified to include the following supplemental definitions:

1. Second Supplement to the Declaration shall mean and refer to this Second Supplement to the Declaration of Condominium for Summer Village.

2. Second Supplemental Map(s) or Phase III Property Map(s) shall mean and refer to the Supplemental Plat Map(s) for the additional phases of the Project described on Exhibit "C" prepared and certified by a duly registered Utah Land Surveyor and filed for record in the Office of the Utah County Recorder concurrently with the filing of this Second Supplement to the Declaration.

B. Except as otherwise defined herein or as may be required by the context, all terms or expressions defined in Article I of the Declaration are incorporated herein by this reference.

II. SUBMISSION

There is hereby submitted to the provisions of the Act, as additional property associated with the Project, the real property situated in Utah County, State of Utah, described in Exhibit "C", attached hereto and made a part hereof, (Phase III) and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, as supplemented and subject to the easements, restrictions, reservations and other provisions set forth in the Declaration. Declarant hereby declares that the Phase III Property shall be annexed to and become subject to the Declaration, which upon recordation of this Second Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit "C" subject to the functions, powers, rights, duties and jurisdiction of the Association.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. Description of Improvements. As shown on the Phase III Map, four (4) additional Buildings and thirty-six (36) additional Units are or will be constructed and/or created in the Project on Phase III Property. The additional Buildings and Units are located within a portion of the Additional Land. Upon the recordation of the Map for Phase III and this Second Supplement to the Declaration, the total number of Units in the Project will be seventy-six (76). The additional Buildings and Units in Phase III will be substantially similar in construction, design, and quality to the Building and Units in the prior Phase. Phase III shall also include Common Area and Limited Common Area. The Common Area will include open space, landscaping and common utility systems. The Limited Common Area will include driveway and private yard.

2. Description and Legal Status of the Property. The Phase III Map shows the Unit designation of each Unit located within the boundaries of this expansion, its location, the Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities and other pertinent information. All Units shall be capable of being independently owned, encumbered and conveyed; and shall have an appurtenant undivided percentage of ownership interest in the Common Areas and Facilities, subject to the rights of Declarant, the City, and all easements of record.

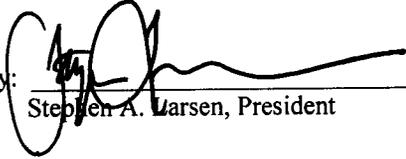
3. Computation of Fractional Interest. Pursuant to the Act and the Declaration, Declarant is required, with the additional Units, to reallocate the undivided percentages of ownership in the Common

Area and Facilities. The fractional interest in the Common Area and Facilities which becomes appurtenant to each Unit, with this Second Supplement to the Declaration has been recomputed in the aforesaid manner and is depicted in Exhibit "D" attached hereto and made a part hereof, applicable to all Units after addition to the Project after this expansion.

4. Effective Date. This Second Supplementary Declaration to the Declaration shall take effect upon its being filed for record in the office of the Utah County Recorder, State of Utah.

Executed the 26 day of July, 2006.

S&L Landscaping and Excavation, Inc

By: 
Stephen A. Larsen, President

STATE OF UTAH)
)ss:
COUNTY OF Utah)

On the 26 day of July, 2006, personally appeared before me Stephen A. Larsen, who by me being duly sworn, did say that he is the President of S&L Landscaping and Excavation, Inc., and that the within and foregoing instrument was signed in behalf of said Company.


NOTARY PUBLIC
Residing At:
Commission Expires: 12/29/09

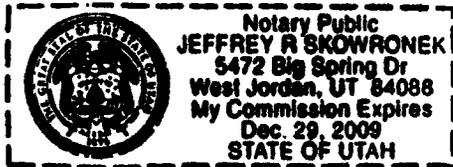
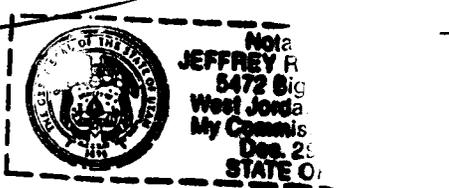


EXHIBIT "A"

**PHASE I
SUMMER VILLAGE**

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1537.94 FEET AND SOUTH 883.79 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE EAST 134.03 FEET; THENCE NORTH 02°08'07" WEST 151.94 FEET; THENCE NORTH 87°51'53" EAST 155.15 FEET; THENCE NORTH 00°28'00" WEST 29.24 FEET; THENCE NORTH 89°28'00" EAST 50.00 FEET; THENCE SOUTH 00°28'00" EAST 348.84 FEET; THENCE SOUTH 89°28'02" WEST 336.02 FEET; THENCE NORTH 164.63 FEET TO THE POINT OF BEGINNING.

AREA CONTAINED: 2.0133 ACRES

EXHIBIT "B"

**PHASE II
SUMMER VILLAGE**

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1404.97 FEET AND SOUTH 691.67 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

Thence South 89°02'37" East, a distance of 56.00 feet; thence North 87°51'53" East, a distance of 259.74 feet; thence South 02°08'07" East, a distance of 46.66 feet; thence South 87°51'53" West, a distance of 56.00 feet; thence South 02°08'07" East, a distance of 151.94 feet; thence West, a distance of 134.02 feet; thence South, a distance of 164.63 feet; thence South 89°28'02" West, a distance of 228.98 feet; thence North 00°57'23" East, a distance of 303.17 feet; thence South 89°02'37" East, a distance of 90.00 feet; thence North 00°57'23" East, a distance of 56.95 feet to the POINT OF BEGINNING.

Containing 103,917 square feet or 2.3856 acres, more or less

EXHIBIT "C"

PHASE III
SUMMER VILLAGE

SUMMER VILLAGE CONDOMINIUMS PHASE "3"

*LOCATED IN THE NORTHEAST QUARTER OF SECTION 14,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH*

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1318.58 FEET AND SOUTH 474.30 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE NORTH 87°26'32" EAST 483.91 FEET; THENCE SOUTH 02°08'07" EAST 243.98 FEET; THENCE NORTH 89°25'56" EAST 10.00 FEET; THENCE SOUTH 00°28'00" EAST 29.24 FEET; THENCE SOUTH 87°51'53" WEST 99.15 FEET; THENCE NORTH 02°08'07" WEST 46.66 FEET; THENCE SOUTH 87°51'53" WEST 259.74 FEET; THENCE NORTH 89°02'37" WEST 56.00 FEET; THENCE SOUTH 00°57'23" WEST 56.95 FEET; THENCE NORTH 89°02'37" WEST 90.00 FEET; THENCE NORTH 00°57'23" EAST 272.64 FEET TO THE POINT OF BEGINNING.

Containing 119,270 square feet or 2.7381 acres, more or less. (36 building lots)

EXHIBIT "D"
FRACTIONAL INTEREST OF UNDIVIDED OWNERSHIP INTEREST

Phase	Unit No.	Fractional Interest
I	1	1/76
I	2	1/76
I	3	1/76
I	4	1/76
I	5	1/76
I	6	1/76
I	7	1/76
I	8	1/76
I	9	1/76
I	10	1/76
I	11	1/76
I	12	1/76
I	13	1/76
I	14	1/76
II	15	1/76
II	16	1/76
II	17	1/76
II	18	1/76
II	19	1/76
II	20	1/76
II	21	1/76
II	22	1/76
II	23	1/76
II	24	1/76
II	25	1/76
II	26	1/76
II	27	1/76
II	28	1/76
II	29	1/76
II	30	1/76
II	31	1/76
II	32	1/76
II	33	1/76
II	34	1/76

Phase	Unit No.	Fractional Interest
II	35	1/76
II	36	1/76
II	37	1/76
II	38	1/76
II	39	1/76
II	40	1/76
III	41	1/76
III	42	1/76
III	43	1/76
III	44	1/76
III	45	1/76
III	46	1/76
III	47	1/76
III	48	1/76
III	49	1/76
III	50	1/76
III	51	1/76
III	52	1/76
III	53	1/76
III	54	1/76
III	55	1/76
III	56	1/76
III	57	1/76
III	58	1/76
III	59	1/76
III	60	1/76
III	61	1/76
III	62	1/76
III	63	1/76
III	64	1/76
III	65	1/76
III	66	1/76
III	67	1/76
III	68	1/76
III	69	1/76
III	70	1/76
III	71	1/76
III	72	1/76
III	73	1/76
III	74	1/76
III	75	1/76
III	76	1/76
TOTAL:	76	100.0%

WITNESS CORNER FOR THE NORTH QUARTER CORNER SECTION 14, T5S, R1W, SLB&M (FOUND BRASS CAP)
 NORTH QUARTER CORNER SECTION 14, T5S, R1W, SLB&M (NOT FOUND)
 BASIS OF BEARING
 S 89°38'31"W 105.00'
 N 89°51'52" E 1537.94' (1537.48')

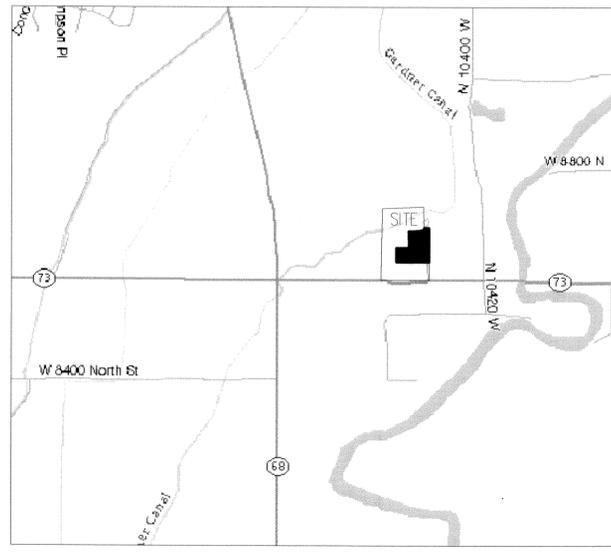
NORTHEAST CORNER SECTION 14, T5S, R1W, SLB&M (NOT FOUND)

OWNERSHIP DEFINITION:
 THE OWNERS OF EACH UNIT HAVE OWNERSHIP OF ALL CONSTRUCTION WITHIN THE PRIVATE AREA DEFINED FOR EACH UNIT ON THIS PLAT, WHETHER SUCH CONSTRUCTION IS BELOW OR ABOVE THE GROUND.

S.P. COORDINATES

	NORTHING	EASTING
A	749,853.70	1,884,130.16
B	749,854.36	1,884,235.13
C	749,860.66	1,886,895.03
D	748,974.47	1,885,772.60
E	748,974.47	1,885,906.59
F	749,126.26	1,885,900.92
G	749,132.04	1,886,055.92
H	749,161.27	1,886,055.68
I	749,161.73	1,886,105.66
J	748,813.01	1,886,108.50
K	748,809.89	1,885,772.60

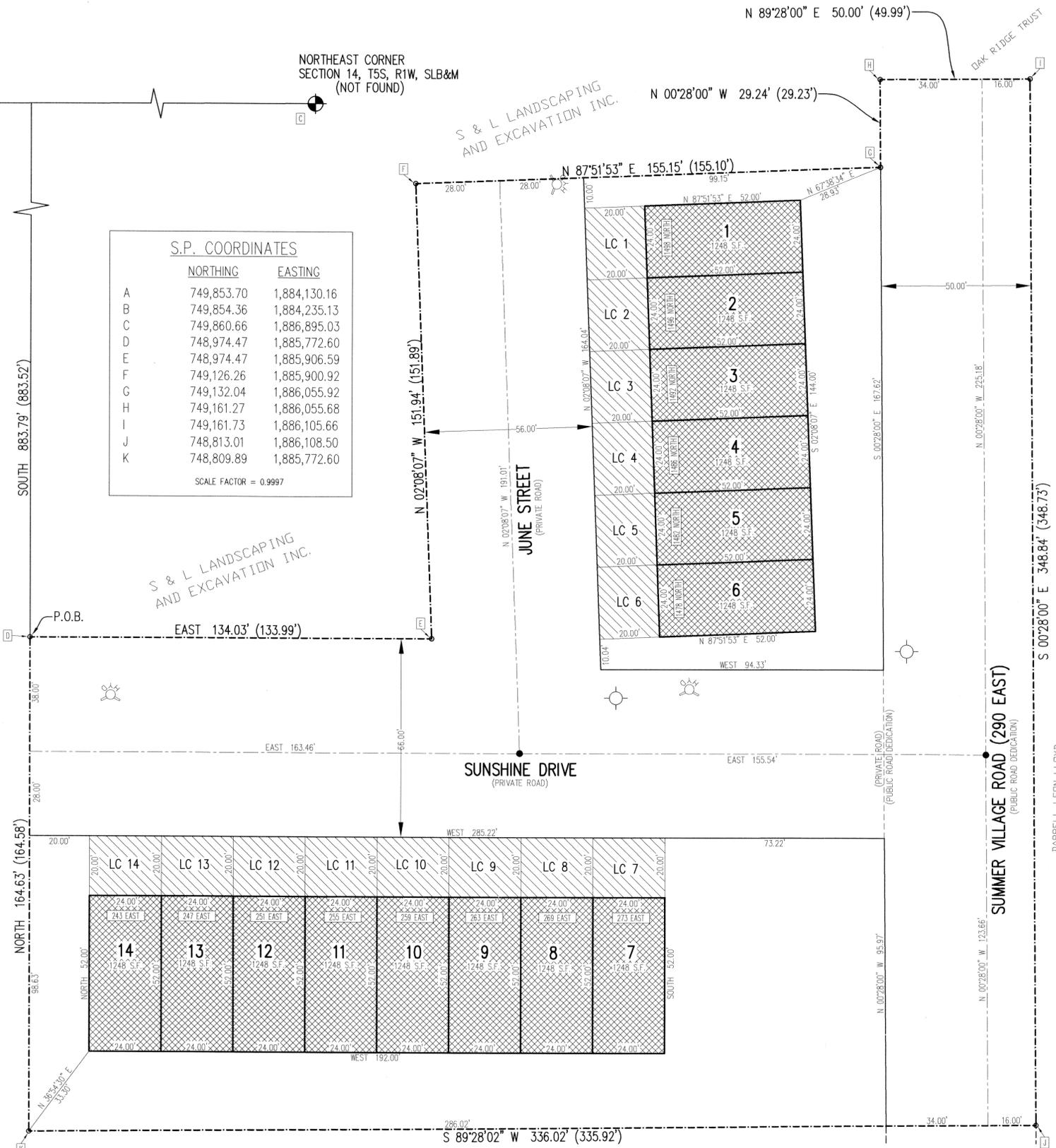
SCALE FACTOR = 0.9997



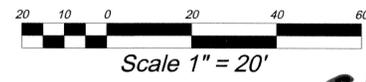
LEGEND

- COMMON AREAS & FACILITIES (EXCEPT PUBLIC ROADS AS SHOWN)
- BUILDING/Private AREA
- LIMITED COMMON AREA
- SECTION CORNER
- STATE PLANE COORDINATE
- BUILDING ADDRESS
- STREET MONUMENT
- STREET LIGHT
- FIRE HYDRANT

S & L LANDSCAPING AND EXCAVATION INC.



BOUNDARY DESCRIPTION
 BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1537.94 FEET AND SOUTH 883.79 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN;
 THENCE EAST 134.03 FEET; THENCE NORTH 02°08'07" WEST 151.94 FEET; THENCE NORTH 87°51'53" EAST 155.15 FEET; THENCE NORTH 00°28'00" WEST 29.24 FEET; THENCE NORTH 89°28'00" EAST 50.00 FEET; THENCE SOUTH 00°28'00" EAST 348.84 FEET; THENCE SOUTH 89°28'02" WEST 336.02 FEET; THENCE NORTH 164.63 FEET TO THE POINT OF BEGINNING.
 AREA CONTAINED: 2.0133 ACRES (14 BUILDING LOTS)



10863

sheet 1 of 2

SUMMER VILLAGE COMMERCIAL P. U. D. PLAT "A"

SURVEYOR'S CERTIFICATE

I, MATTHEW B. JUDD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6913 AS PRESCRIBED UNDER 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, UPON WHICH WILL BE CONSTRUCTED PHASE 1, SUMMER VILLAGE CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, THAT THE CONDOMINIUM PLAT CONSISTING OF TWO (2) PAGES IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTIONS 5-113(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT, AND THAT THE INFORMATION SHOWN HEREON IS SUFFICIENT TO REESTABLISH THIS SURVEY.
 DATE: July 29, 2004
 (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

SEE DESCRIPTION AT LEFT

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER ("OWNER", WITHOUT REGARD TO NUMBER OR GENDER) OF THE ABOVE-DESCRIBED LAND HEREBY CERTIFIES THAT OWNER HAS CAUSED A SURVEY TO BE MADE OF SAID LAND AND THIS PLAT AND A DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (THE "DECLARATION") TO BE PREPARED FOR SUMMER VILLAGE, AN EXPANDABLE CONDOMINIUM PROJECT (THE "DEVELOPMENT"); OWNER HEREBY CONSENTS TO THE CONCURRENT RECORDATION OF THE PLAT AND THE DECLARATION AND HEREBY DEDICATES PUBLIC STREETS REFLECTED ON THE PLAT FOR THE USE BY THE GENERAL PUBLIC AND DECLARES ALL OTHER DRIVES OR PRIVATE STREETS REFLECTED ON THE PLAT TO BE PRIVATE AND INTENDED FOR THE USE ONLY BY OWNERS OF LOTS WITHIN THE DEVELOPMENT, THEIR GUESTS AND INVITEES, AS REFLECTED IN THE PROVISIONS OF THE DECLARATION.

DATED THIS 9th DAY OF August 2004

Old Landscaping and Excavation Inc. Stephen Larsen
 PRINTED NAME OF OWNER AUTHORIZED SIGNATURE(S)

UTILITY DEDICATION

OWNER HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY IN AND TO THOSE AREAS REFLECTED ON THE PLAT AS "COMMON AND LIMITED COMMON AREA" (INCLUDING PRIVATE STREETS AND PRIVATE DRIVES) FOR THE CONSTRUCTION AND MAINTENANCE OF APPROVED PUBLIC UTILITIES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO.

RESERVATION OF COMMON AREA

OWNER, IN RECORDING THIS PLAT, HAS DESIGNATED CERTAIN AREAS OF LAND AS PRIVATE DRIVES OR STREETS OR OTHER COMMON AREA INTENDED FOR USE BY OWNERS OF THE LOTS WITHIN THE DEVELOPMENT, THEIR GUESTS AND INVITEES, AND THE SAME ARE HEREBY RESERVED FOR THEIR COMMON USE AND ENJOYMENT AS MORE FULLY SET FORTH IN THE PROVISIONS OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO THIS PROJECT.

DATED THIS 9th DAY OF August 2004

ACKNOWLEDGMENT

STATE OF UTAH) S.S.
 COUNTY OF UTAH)
 ON THE 9th DAY OF Aug. A.D. 2004, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY EXECUTE THE SAME.
 MY COMMISSION EXPIRES: 08-21-07 Edna Habel
 NOTARY PUBLIC (SEE SEAL)

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC. THIS 27th DAY OF Dec. A.D. 2004

Barrell LeCroy, Lloyd Sharron, Margaret Lloyd
 ATTEST: Don Yates
 CITY RECORDER (SEE SEAL BELOW)

FIRE CHIEF APPROVAL

APPROVED THIS 2nd DAY OF Sept. A.D. 2004 BY THE CITY FIRE CHIEF.

PLANNING COMMISSION APPROVAL

APPROVED THIS 29th DAY OF Sept. A.D. 2004 BY THE PLANNING COMMISSION.

SARATOGA CITY ENGINEER APPROVAL

APPROVED THIS 25th DAY OF Aug. A.D. 2004 BY THE CITY CIVIL ENGINEER.

SARATOGA SPRINGS ATTORNEY

APPROVED THIS 23rd DAY OF December 2004

PHASE "1"

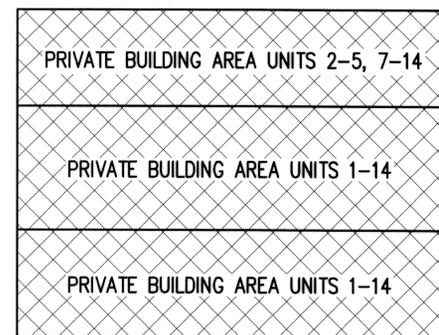
SUMMER VILLAGE

CONDOMINIUMS

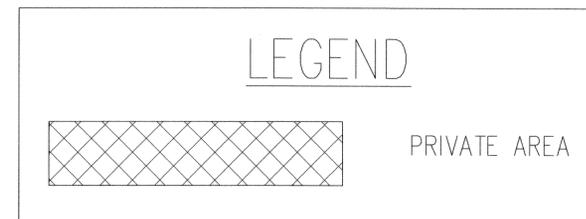
CITY OF SARATOGA SPRINGS UTAH COUNTY, UTAH
 SCALE: 1" = 20 FEET

Surveyor's Seal: MATTHEW B. JUDD, No. 6913, STATE OF UTAH
 Notary Public Seal: JUSTIN D. JONES, No. 323855, STATE OF UTAH
 City Engineer Seal: JUSTIN D. JONES, No. 323855, STATE OF UTAH
 Clerk-Recorder Seal: JUSTIN D. JONES, No. 323855, STATE OF UTAH

Sec 14, T5S, R1W, SLB&M 70-039



11'-0" / 11'-0"
 BEARING PLATE 2ND FLOOR
 11'-0" / 11'-0"
 FIN. FLOOR 2ND FLOOR
 11'-0" / 11'-0"
 FIN. FLOOR
 11'-0" / 11'-0"
 BASEMENT FIN. FLOOR



01144273:2004 No. 1 1963
 RANDALL A. DOWLING
 UTAH COUNTY RECORDER
 2004 Dec 28 2:30 pm FEE 44.00 BY SH
 RECORDED FOR SARATOGA SPRINGS

SHEET 2 OF 2

PHASE "1"
SUMMER VILLAGE
 CONDOMINIUMS
 CITY OF SARATOGA SPRINGS UTAH COUNTY, UTAH

10863 sheet 2 of 2

After Recording Return to:
644 Union Square
Sandy, UT 84070

NOTICE OF REINVESTMENT FEE

The SUMMER VILLAGE HOMEOWNERS ASSOCIATION has a reinvestment fee covenant. The burden of the reinvestment fee covenant is intended to run with the land and to bind successors in interest and assigns. The existence of the reinvestment fee covenant precludes the imposition of additional reinvestment fee covenants on the property described in Exhibit "A" ("Burdened Property"). The reinvestment fee is required to be paid to benefit the Burdened Property.

Association Name and Address: SUMMER VILLAGE HOMEOWNERS ASSOCIATION, 89 E. RIVERBEND ROAD, SARATOGA SPRINGS, UT 84045

Association Phone: 801-602-9380

Association Email: brian@parker-brown.com

Duration: The duration of the reinvestment fee is perpetual.

Purpose: The purpose of the reinvestment fee is to cover association expenses, including without limitation: administrative expenses; purchase, ownership, leasing, construction, operation, use, administration, maintenance, improvement, repair, or replacement of association facilities, including expenses for taxes, insurance, operating reserves, capital reserves, and emergency funds; common planning, facilities, and infrastructure expenses; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; or charitable expenses.

Reinvestment Fee Amount: The reinvestment fee is subject to change; contact the Association for the current amount.

DATED: May 19, 2010

SUMMER VILLAGE HOMEOWNERS ASSOCIATION



By: Samuel E. Bell
Its: Authorized Representative

STATE OF UTAH)
 :SS
County of Salt Lake)

The execution of the foregoing instrument was acknowledged before me this May 19, 2010 by Samuel E. Bell, as an Authorized Representative of SUMMER VILLAGE HOMEOWNERS ASSOCIATION, who is personally know to me or who has provided an acceptable and adequate identification.

Tammy Gibson
Notary Public

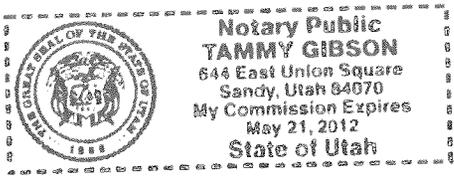


EXHIBIT A
Legal Description

UNITS 1-14 IN THE SUMMER VILLAGE PHASE 1 CONDOMINIUMS AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 66:060:0001 and all other parcels in Summer Village Condominiums Phase 1.

UNITS 15-40 IN THE SUMMER VILLAGE PHASE 2 CONDOMINIUMS AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 66:104:0015 and all other parcels in Summer Village Condominiums Phase 2.

UNITS 41-76 IN THE SUMMER VILLAGE PHASE 3 CONDOMINIUMS AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 66:155:0041 and all other parcels in Summer Village Condominiums Phase 3.

When recorded, return to:
Hansen Black Anderson Ashcraft PLLC
2940 W. Maple Loop Drive, Suite 103
Lehi, Utah 840043

AMENDED JOINT USE AND RECIPROCAL EASEMENT AGREEMENT

This Amended Joint Use and Reciprocal Easement Agreement (“**Agreement**”) is made by and between Summer Village Homeowners Association, Inc., a Utah nonprofit corporation (“**Summer Village**”) and River Heights Subdivision, LLC, a Utah limited liability company (“**River Heights**”), for itself, successors, assigns, and in its capacity as Declarant and developer for River Heights subdivision (the “**River Heights Subdivision**”), and for the benefit of the future owners of lots in the River Heights Subdivision.

RECITALS

A. Summer Village administers and manages the Summer Village Condominiums which is governed by a declaration of condominiums recorded as Entry No. 144974:2004 in the Utah County Recorder’s Office (“**Summer Village Declaration**”). The legal description of the real property subject to the Summer Village Declaration is attached hereto as Exhibit A.

B. Summer Village owners own undivided interests in the water utility installations, storm drain installations, sewer installations, common areas and roadways located within the Summer Village Condominiums.

C. River Heights Subdivision is a subdivision to be constructed adjacent to and immediately North of Summer Village Condominiums. The legal description of the River Heights Subdivision is attached hereto as Exhibit B.

D. River Heights desires to connect certain water, sewer, and storm drain utilities needed for the River Heights Subdivision to those existing utility lines located in Summer Village. The parties also desire to connect their private roadways and grant reciprocal easements to each party as set forth herein.

E. Under Article III, Section 16(b) of the Summer Village Declaration, Summer Village deems the non-exclusive easements granted herein to be useful for the proper maintenance, operation, and regulation of the Summer Village Condominiums.

F. This Agreement grants reciprocal easements to the parties for (i) the installation of and access to roadways, (ii) the installation of and access to utility installations, (iii) the installation of and access to parking areas, and (iv) access to parks and common areas in Summer Village Condominiums and River Heights Subdivision, respectively.

AGREEMENT

In consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Utility Easements. Each party grants to the other party for the benefit of such other party’s owners, members, employees, agents, contractors, invitees, guests, successors and assigns a perpetual, non-exclusive easement for ingress and egress over their common areas for the purpose of installing, maintaining, repairing, replacing, or otherwise accessing utility installations for culinary water,

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KC 2-215

irrigation water, sewer, and storm drain (the "Utilities"). Each party grants to the other party for the benefit of such other party's owners, members, employees, agents, contractors, invitees, guests, successors and assigns a perpetual, non-exclusive easement to connect to and use water, sewer, and storm drain utility lines, pipes, conduit, and facilities in connection with the Utilities.

1.1. Utility Access. Notwithstanding anything to the contrary in paragraph 1 above, all construction and maintenance vehicle access to the storm drain/treatment box shall be from the north across River Heights property as outlined in Exhibit C in order to prevent damage to Summer Village driveways and walkways..

2. Roadway Easement. Each party grants to the other party for the benefit of such other party's owners, members, employees, agents, contractors, assigns, guests and invitees a perpetual, nonexclusive easement over their respective roadways and walkways for purposes of pedestrian and vehicular access to, ingress, and egress from their respective properties.

3. Common Area and Pedestrian Easement. Each party grants to the other party for the benefit of such other party's owners, members, employees, agents, contractors, assigns, guests and invitees a perpetual, nonexclusive easement over their respective parks and common areas for purposes of pedestrian access to, ingress, and egress from their respective properties and for the use and enjoyment of the parks and common areas.

4. Parking Easement. Each party grants to the other party for the benefit of such other party's owners, members, employees, agents, contractors, assigns, guests and invitees a perpetual, nonexclusive easement over their respective roadways and parking areas for purposes of parking operable and registered vehicles only. In further consideration of this Agreement, River Heights agrees to construct additional parking areas reasonably accessible to Summer Village in the location set forth on the site plan attached hereto as Exhibit D ("**Additional Parking Areas**"). Each party may establish from time to time reasonable rules and regulations regarding their respective parking areas (e.g., no parking of boats, RVs, trailers, unregistered or inoperable vehicles), provided, however, that each party provides a minimum of 30 day's written notice to the other party regarding the implementation of such rules for its respective parking areas (e.g., no parking of boats, RVs, trailers, unregistered or inoperable vehicles). As additional notice of the nonexclusive cross parking easement granted to Summer Village hereunder, the covenants, conditions and restrictions ("**CC&Rs**") for the River Heights subdivision will specifically state that such easement has been granted to Summer Village. Additionally, River Heights shall install a sign in the Additional Parking Areas that indicates that parking in such area is for the benefit of residents of both River Heights and Summer Village.

4.1. Removal of Barricade. Contemporaneous with the full execution of this Agreement, River Heights agrees to remove the barricade within five business days to allow Summer Village residents to utilize the road and parking area. Agreed upon signage will also be installed allowing access to both Summer Village and River Heights Homeowners Associations.

5. Installation of Grass Pave System and Sod Credit. As additional consideration for this Agreement, River Heights agrees to install the grass pave product utilizing sod on the access easement portion specifically shown in Exhibit C ("**Easement Portion**"). To facilitate said installation, contemporaneously with the execution of this Agreement, River Heights will install on the Easement Portion compacted gravel to accommodate the H2O loading (as required by the City of Saratoga Springs with two sleeves located in the compacted gravel base to provide Summer Village future access for their irrigation system. Upon commencing landscaping, Summer Village will provide River Heights a 30-day notice to install the grass pave product, including the placement and compaction of a sand/gravel base course; application of a hydro-grow-mixture; installation of an embedded sod base structure; placement of

SDP
KC 2-7-15

concrete sand; installation of sod followed by rolling the sod with a heavy roller. River Heights also agrees to provide Summer Village a cash payment in the amount of \$1,100.00 towards a sod credit.

6. Utility Connections. Utilities will be connected to Summer Village’s side of the meter and billed separately on a monthly basis by the City of Saratoga Springs (collectively referred to as the “Utility Connections”).

6.1. Culinary Water, Irrigation Water, Sewer and Storm Drain. The parties acknowledge that Utilities for single family residences located in River Heights will be separately metered and billed by the City of Saratoga Springs. River Heights, at its sole expense, shall install separate city-approved meters to measure the culinary and irrigation water by all townhomes in River Heights.

6.2. Street Lights. Each subdivision will be responsible for the payment of electricity for the streetlights located in its respective subdivision.

7. Maintenance Obligations. Each party will have separate and individual obligations to maintain the roadway and walkway areas and utility lines located on their respective properties. The maintenance responsibilities in this Section require each party to maintain the improvements in good condition and repair. Such maintenance shall include by way of illustration: patching or filling damage to pavement or concrete; resurfacing and resealing asphalt; clearing debris; snow removal; removal of any obstructions; etc. However, River Heights shall pay for all costs associated with the initial connection to Summer Village’s utilities and roadways.

7.1. Repair and Maintenance of Utility Lines. For repairs to and maintenance of the Summer Village main utility line for sewer, the parties agree to split such costs equally between Summer Village and River Heights. River Heights, LLC (and the River Heights HOA thereafter), shall have sole responsibility for the associated costs to maintain and clean the storm drain and treatment boxes located within River Heights’ subdivision, including the pipe and treatment box located on the Easement Portion of Summer Village’s property. The obligations in this Section 7.1 shall not apply to secondary utility lines.

8. Connection to Utilities. River Heights shall connect to the existing utility lines located in Summer Village at its own cost. River Heights shall do so in a way to minimize utility service interruptions. River Heights shall also repair and restore any damage caused while excavating and constructing the utility and roadway connections. Such repair and restoration shall also include cleaning the streets and common areas where dirt and mud are tracked and deposited.

9. Rules and Regulations. The easements granted herein are subject to any rules or regulations created by Summer Village and the River Heights homeowners association for their respective members. Such rules and regulations shall be equally applicable to the owners within both homeowners associations. For the avoidance of doubt, any rule or regulation created by one subdivision that targets, discriminates against, or adversely affects the owners and occupants of the other subdivision without a corresponding burden on its own owners and occupants shall not be enforceable against the other subdivision.

10. Amendment. No modification, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed and acknowledged by all parties or their respective successors or assigns and recorded in the Utah County Recorder’s Office, Utah; *provided, however,* that after the final subdivision map(s) have been recorded on the entire River Heights Subdivision, all River Heights lots have sold to third parties or the turnover date shall have occurred

SDR
KC 2-7-15

under the declaration governing River Heights Subdivision, and the provisions of Section 18 herein, then River Heights will cease to be a party to this Agreement and will thereafter no longer be required to sign any amendment to this Agreement, . River Heights Subdivision will continue to be bound by this Agreement.

11. Notices. All notices, demands, and other communications provided for hereunder shall be in writing and mailed (by certified mail or overnight delivery), faxed, sent by email, or delivered to the respective party's last known address and addressed to an executive officer of the other party. Notices shall be effective the earlier of (i) confirmed delivery, or (ii) two days after such notice is sent.

12. Binding Obligations. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors and assigns.

13. Entire Agreement. This Agreement (together with Exhibits) constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement.

14. Condemnation. If the amenities, common areas, or any portion thereof is taken by power of eminent domain, or is conveyed under threat of condemnation, each party's obligations hereunder shall be abated to the extent of the taking.

15. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself. For this avoidance of doubt, each party retains the right to at any time enforce the rules and regulations concerning the roadways and parking areas subject to this Agreement.

16. Attorneys' Fees. Contemporaneous with full execution of this Agreement, River Heights agrees to reimburse Summer Village's attorney fees incurred in connection with this matter in the amount of \$6,500.00, which includes the following invoices and such other fees not to exceed \$6,500.00: SEB Legal invoice #s 1311, 983, 1964, 719 totaling \$1125.16 and Morris Sperry invoice #s 2603 and 2757 totaling \$5054.50.

16.1. Future Attorney's Fees. If a suit, action or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

17. Remedies. If either party fails to perform any obligation under this Agreement, the other party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessity of showing inadequate remedies at law), to cure the default of such obligation and recover the costs thereof from the party breaching such obligation, or to pursue any other remedy available at law or equity. The remedies authorized throughout this Agreement are not mutually exclusive and may be maintained independently of each other.

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KC 2-7-15

18. Assignment to River Heights Homeowners Association. The rights and obligations of River Heights described herein shall automatically be assigned to and assumed by the homeowners' association for the River Heights subdivision. River Heights, LLC, shall remain a party to this Agreement until Summer Village receives a written and fully executed assumption of obligations from the River Heights HOA in conjunction with the assignment.

[signatures on following page]

STR
KC 2-7-15

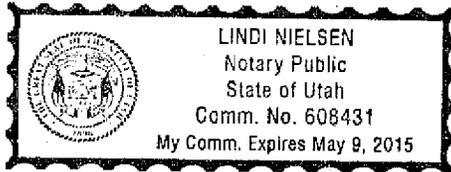
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

SUMMER VILLAGE HOMEOWNERS ASSOCIATION

Katherine Cheney
By: Katherine Cheney
Its: President

STATE OF UTAH)
County of Utah :SS

This instrument was acknowledged before me on 02/07, ^{SDR} ~~2014~~ ²⁰¹⁵ by Katherine Cheney as president and authorized agent of Summer Village Homeowners Association, who did swear that this act was authorized by the Association.



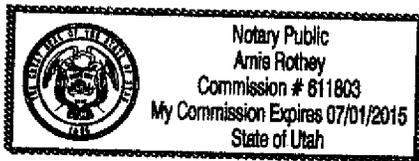
[Signature]
Notary Public

RIVER HEIGHTS SUBDIVISION, LLC

[Signature]
Printed Name: Shon Rindlisbacher
Its: Managing Member

STATE OF UTAH)
County of Salt Lake :SS

This instrument was acknowledged before me on Feb 9th, ^{SDR} ~~2014~~ ²⁰¹⁵ by Shon Rindlisbacher as authorized agent of River Heights Subdivision, LLC, who did swear that this act was authorized and performed on behalf of the company and as Declarant of River Heights Subdivision.



[Signature]
Notary Public

SDR
KE 2-7-15

Exhibit A

Legal Description Summer Village

SUMMER VILLAGE – PHASE 1 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1537.94 FEET AND SOUTH 883.79 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANG 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE EAST 134.03 FEET; THENCE NORTH 02°08'07" WEST 151.94 FEET; THENCE NORTH 87°51'53" EAST 155.15 FEET; THENCE NORTH 00°28'00" WEST 29.24 FEET; THENCE NORTH 89°28'00" EAST 50.00 FEET; THENCE SOUTH 00°28'00" EAST 348.84 FEET; THENCE SOUTH 89°28'02" WEST 336.02 FEET; THENCE NORTH 164.63 FEET TO THE POINT OF BEGINNING.

AREA CONTAINED: 2.0133 ACRES (14 BUILDING LOTS)

SUMMER VILLAGE – PHASE 2 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1404.97 FEET AND SOUTH 691.67 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE SOUTH 89°02'37" EAST, A DISTANCE OF 56.00 FEET; THENCE NORTH 87°51'53" EAST, A DISTANCE OF 259.74 FEET; THENCE SOUTH 02°08'07" EAST, A DISTANCE OF 46.66 FEET; THENCE SOUTH 87°51'53" WEST, A DISTANCE OF 56.00 FEET; THENCE SOUTH 02°08'07" EAST, A DISTANCE OF 151.94 FEET; THENCE WEST, A DISTANCE OF 134.02 FEET; THENCE SOUTH, A DISTANCE OF 164.63 FEET; THENCE SOUTH 89°28'02" WEST, A DISTANCE OF 228.98 FEET; THENCE NORTH 00°57'23" EAST, A DISTANCE OF 303.17 FEET; THENCE SOUTH 89°02'37" EAST, A DISTANCE OF 90.00 FEET; THENCE NORTH 00°57'23" EAST, A DISTANCE OF 56.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 103,917 SQUARE FEET OR 2.3856 ACRES, MORE OR LESS. (26 BUILDING UNITS)

SUMMER VILLAGE – PHASE 3 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1318.58 FEET AND SOUTH 474.300 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE NORTH 87°26'32" EAST 483.91 FEET; THENCE SOUTH 02°08'07" EAST 243.98 FEET; THENCE NORTH 89°25'56" EAST 10.00 FEET; THENCE SOUTH 00°28'00" EAST 29.24 FEET; THENCE SOUTH 87°51'53" WEST 99.15 FEET; THENCE NORTH 02°08'07" WEST 56.95 FEET; THENCE NORTH 89°02'37" WEST 90.00 FEET; THENCE NORTH 00°57'23" EAST 272.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 119,270 SQUARE FEET OR 2.7381 ACRES, MORE OR LESS (36 BUILDING LOTS)

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KC 2-7-15

Exhibit B

Legal Description River Heights

RIVER HEIGHTS – PLAT “A” BOUNDARY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°51'52" WEST ALONG THE SECTION LINE 988.79 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°02'08" EAST 152.29 FEET; THENCE SOUTH 89°51'52" WEST 320.72 FEET; THENCE ALONG THE ARC OF A 228.00-FOOT RADIUS CURVE TO THE RIGHT 18.68 FEET (CHORD BEARS N 87°41'20" W 18.67 FEET); THENCE NORTH 67°49'00" WEST 12.03 FEET TO A POINT ON THE EASTERLY BOUNDARY OF GABLES AT SARATOGA SPRINGS PUD PHASE 2A SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE NORTH 00°35'11" EAST ALONG SAID GABLES AT SARATOGA SPRINGS PUD PHASE 2A SUBDIVISION 530.72 FEET; THENCE NORTH 86°32'32" EAST 184.27 FEET; THENCE SOUTH 03°27'28" EAST 97.00 FEET; THENCE NORTH 86°32'32" EAST 50.00 FEET; THENCE SOUTH 03°27'28" EAST 46.00 FEET; THENCE SOUTH 86°32'32" WEST 15.66 FEET; THENCE SOUTH 00°42'57" WEST 89.99' FEET; THENCE NORTH 88°18'33" EAST 119.23 FEET; THENCE SOUTH 00°02'08" EAST 167.47 FEET TO THE POINT OF BEGINNING.

AREA = 3.6467 ACRES (LOTS = 16)

RIVER HEIGHTS – PLAT “B” BOUNDARY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°51'52" WEST ALONG THE SECTION LINE 763.28 FEET AND SOUTH 96.68 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°02'08" EAST 350.38 FEET; THENCE SOUTH 85°48'07" WEST 95.87 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SUMMER VILLAGE CONDOS PHASE 3 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE SOUTH 87°26'32" WEST ALONG SAID SUMMER VILLAGE CONDOS PHASE 3 PLAT 484.83 FEET TO A POINT ON THE EASTERLY BOUNDARY OR GABLES AT SARATOGA SPRINGS PUD PHASE 1 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID GABLES AT SARATOGA SPRINGS PUD PHASE 1 SUBDIVISION THE FOLLOWING TWO (2) COURSES: NORTH 00°52'43" EAST 88.87 FEET AND NORTH 00°35'11 EAST 239.14 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF PLAT "A", RIVER HEIGHTS SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID PLAT "A", RIVER HEIGHTS SUBDIVISION THE FOLLOWING FOUR (4) COURSES: SOUTH 67°49'00" EAST 12.03 FEET, ALONG THE ARC OF A 228.00-FOOT RADIUS CURVE TO THE LEFT 18.68 FEET (CHORD BEARS S 87°41'20" E 18.67 FEET), NORTH 89°57'52" EAST 320.72 FEET,

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AND NORTH 00°02'08" WEST 56.00 FEET; THENCE NORTH 89°57'52" EAST 225.45 TO THE POINT OF BEGINNING. AREA: 4.3980 ACRES (UNITS = 37)

RIVER HEIGHTS – PLAT “C” BOUNDARY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

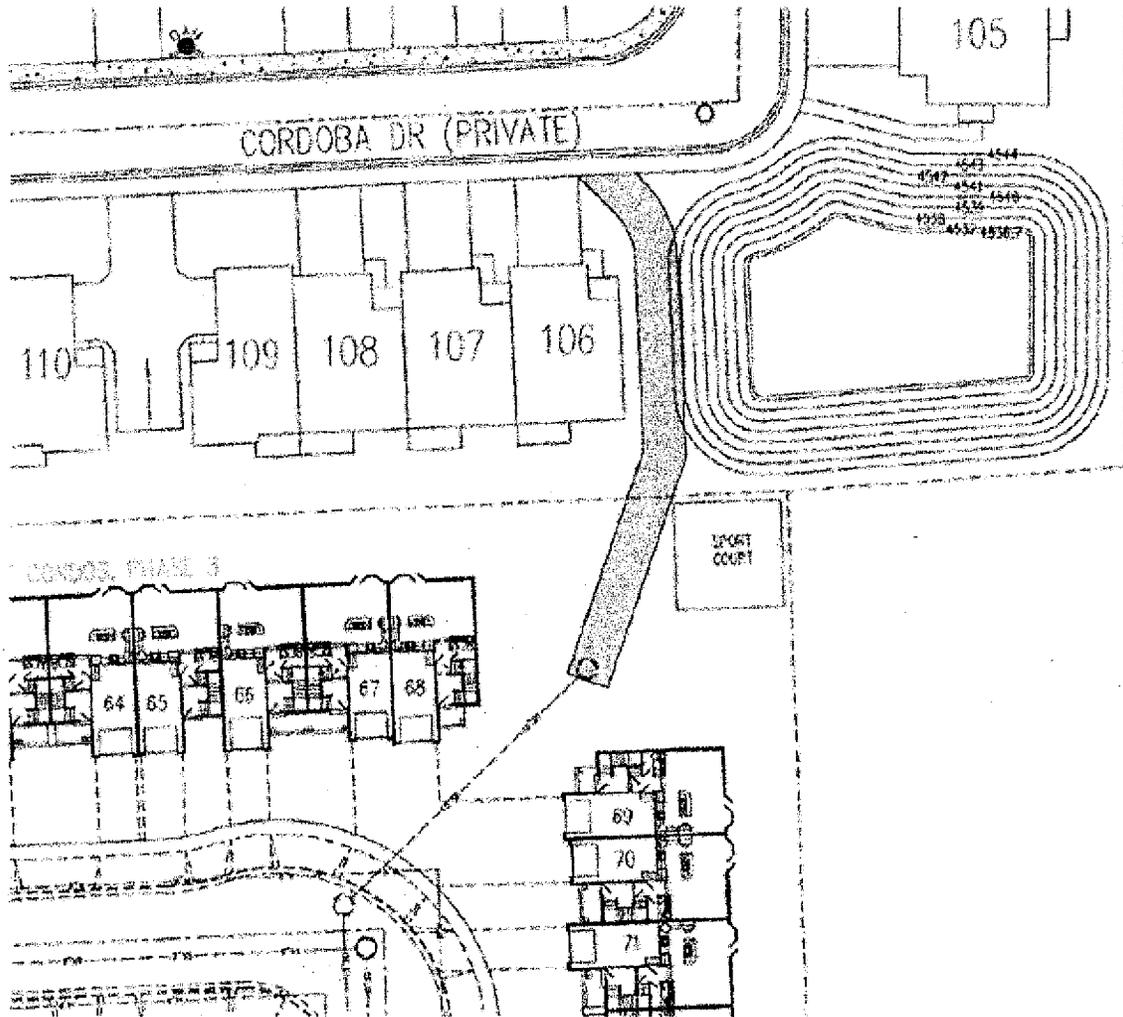
BEGINNING AT A POINT LOCATED SOUTH 89°51'52" WEST ALONG THE SECTION LINE 763.34 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°02'08" EAST 96.68 FEET; THENCE SOUTH 89°57'52" WEST ALONG RIVER HEIGHTS PLAT 'B' BOUNDARY LINE 225.45 FEET; THENCE NORTH 00°02'08" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 263.76 FEET; THENCE SOUTH 88°18'33" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 119.23 FEET; THENCE NORTH 00°42'57" EAST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 89.98 FEET; THENCE NORTH 86°32'32" EAST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 15.66 FEET; THENCE NORTH 03°27'28" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 46.00 FEET; THENCE SOUTH 86°32'32" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 50.00 FEET; THENCE NORTH 03°27'28" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 97.00 FEET; THENCE NORTH 86°32'32" EAST 354.87 FEET; THENCE SOUTH 00°02'08" EAST 105.36 FEET; THENCE NORTH 89°57'52" EAST 32.02 FEET; THENCE SOUTH 00°02'08" EAST 310.14 FEET TO THE POINT OF BEGINNING

AREA = 3.2596 ACRES (LOTS = 17)

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Exhibit C

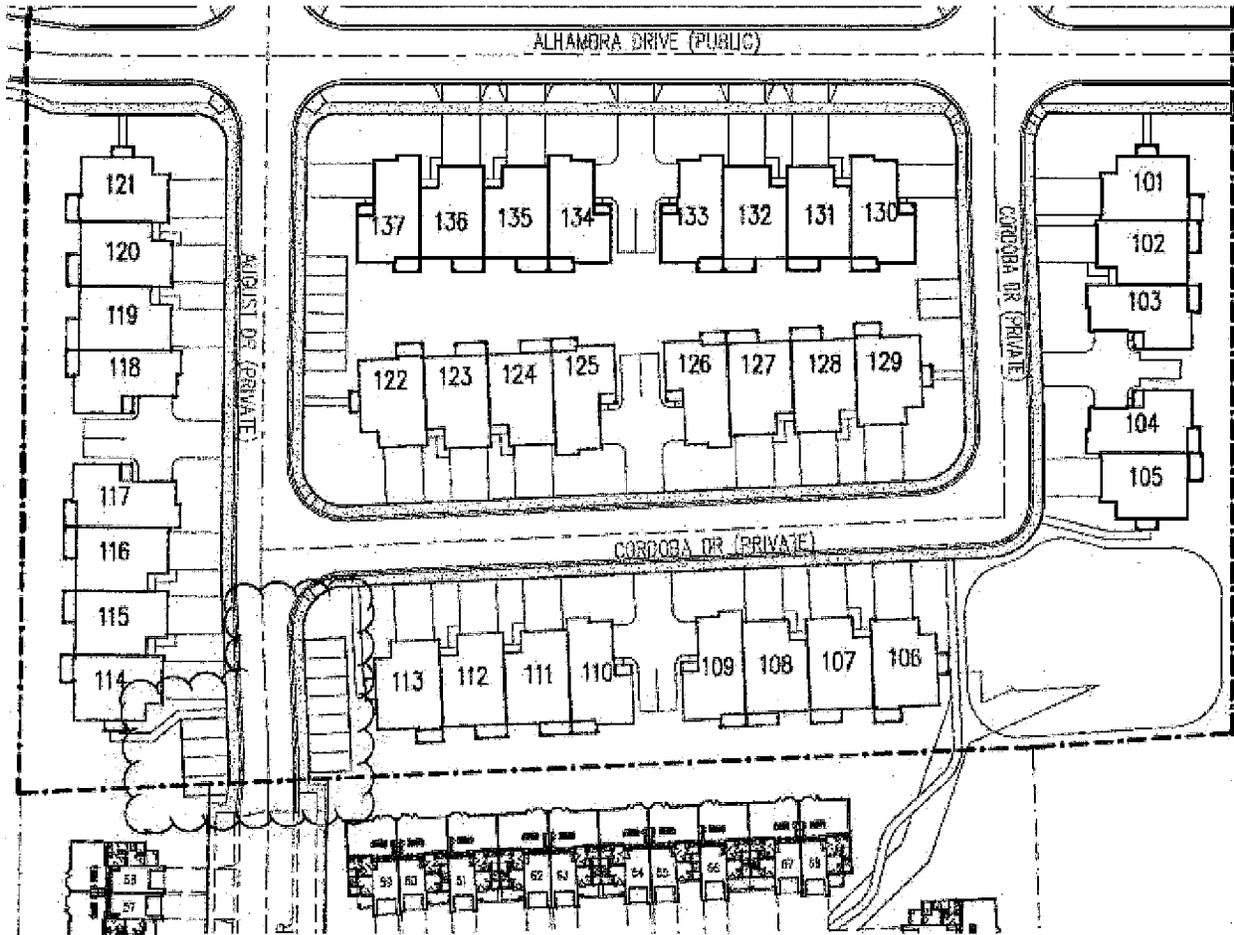
Site Plan - Easement Portion



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Exhibit D

Additional Parking Areas



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