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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LINCOLN SHURTZ  
6795 S TRIUMPH LN  
WEST JORDAN UT 84084  
BY: JIM, DEPUTY - W1 54 P. 55 P.

CONSENT TO AMEND  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SPRING HOLLOW  
ON THE JORDAN RIVER PARKWAY  
DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS that Spring Hollow - Phase IV, LLC, (Owner) located at 5151 South 900 East, Salt Lake City, Utah, 84117, the original Owner of the Spring Hollow on the Jordan River Parkway Development (Project), and the original Declarant of the Covenants, Conditions and Restrictions (CC&Rs) associated with said Development hereby represents and consents to the following:

1. That the Owner did cause to be filed with the Salt Lake County Recorder's office the Project plat together with the CC&Rs on February 5, 2004, Book 8942 - page 4852-4894;
2. That Owner has reviewed the Amended Covenants, Conditions and Restrictions dated October 26, 2007 and hereby consents to the amended CC&Rs as proposed.


DATED this 24<sup>th</sup> day of October, 2007

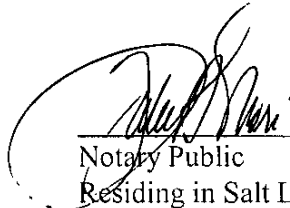
Spring Hollow - Phase IV, LLC

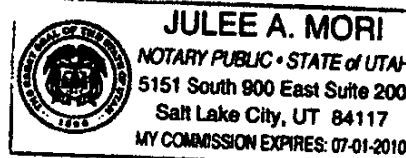
  
James F. Allred, Manager

STATE OF UTAH            )  
  ) ss.  
County of Salt Lake    )

On this 24<sup>th</sup> day of October, 2007, personally appeared before me, James F. Allred, the Manager of Spring Hollow - Phase IV, LLC, and having authority did duly executed this document on behalf of said limited liability company.

  
My Commission Expires

  
Notary Public  
Residing in Salt Lake City, Utah



**WHEN RECORDED RETURN**

**TO:**

**Spring Hollow Homeowners  
Association  
% Lincoln Shurtz - President  
6795 Triumph Lane  
West Jordan, Utah 84084**

**AMENDED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**SPRING HOLLOW ON THE JORDAN RIVER PARKWAY DEVELOPMENT**

**DATED: October 26, 2007**

**SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION**

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AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SPRING HOLLOW ON THE JORDAN RIVER PARKWAY DEVELOPMENT

This Amended Declaration is made and executed this      day of      , by Spring Hollow on the Jordan River Parkway Homeowners Association.

RECITALS:

A. This Declaration affects certain real property located in Salt Lake County, Utah, which is more particularly described as follows: Beginning at a point on the north right-of-way line of Jordan River Boulevard and an existing fence line, said point being East 2179.55 feet and North 11.35 feet from the Southwest Corner of Section 23, Township 2 South, Range 1 West Salt Lake Base and Meridian, and running; thence South 89°22'10" West 160.37 feet along the north line of said Jordan River Boulevard to the east line of the Utah Power and Light corridor; thence North 8°37'00" West 1393.95 feet along the east line of said Utah Power and Light corridor; thence North 86°05'19" East 260.58 feet to a fence line; thence South 5°11'00" East 197.99 feet along said fence line; thence South 9°15'22" East 262.51 feet along said fence line; thence South 6°39'47" East 338.22 feet along said fence line; thence South 00°56'25" East 602.10 feet along said fence line to the point of beginning.

Contains 328,007 square feet 7.53 acres - 32 Lots

B. The Association owns all of the real property described above (hereinafter referred to as 'tract').

C. Developer has constructed, is in the process of constructing or will construct upon the described property a residential development which shall include separate lots, common area and other improvements. All such construction has been, or is to be, performed in accordance with the plans contained in the Record of Plat Map previously recorded.

D. Developer has sold, to various purchasers, the fee title to the individual lots contained in the Tract, and a corresponding membership interest in the Homeowner's Association (which shall own the Common Area), subject to the Plat Map, and the covenants, conditions and restrictions set forth herein.

E. Association desires, by filing this Declaration and Record of Plat Map, to submit the Tract and all improvements now or hereafter constructed thereon to the Tract and the terms, covenants and conditions of this Declaration, The Project is to be known as "SPRING HOLLOW ON THE JORDAN RIVER PARKWAY.

F. Since the completion of the Project may be in phases, the completed Project will consist of the original Phase and all subsequent Phases.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Association hereby makes the following Declaration:

## ARTICLE I DEFINITIONS

When used in this Declaration (including the "Recitals" above), 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, service fees, filing and recording fees, accruing interest, fines, and expenditures actually incurred or assessed by the Association.

2. Additional Land shall mean and refer to the additional real property subject to Developer unilateral right of annexation and development as provided in this Declaration, which property shall be contiguous to the Project and may be developed as additional phases in the future.

3. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION on file or to be filed with the Utah Department of Commerce.

4. Assessments shall mean and refer the allocation of Common Expenses which each lot owner is obligated to pay.

5. Association shall mean and refer to the Spring Hollow On The Jordan River Parkway Homeowner's Association consisting of all lot owners at the SPRING HOLLOW ON THE JORDAN RIVER DEVELOPMENT taken as, or acting as, a group.

6. Board of Trustees shall mean the governing body of the Association and may from time to time be called the "Board," "Committee" or other name. The Board of Trustees shall be elected from the Members of the Association as hereinafter set forth.

7. Building shall mean and refer to any of the structures constructed in the Project.

8. Business and Trade are terms which shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, 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.

9. By-Laws shall mean and refer to the By-Laws of Spring Hollow On The Jordan River Parkway Homeowner's Association.

### Notes

10 Common Areas shall mean and refer to all real property in the Project in which the Association owns an interest for the common use and benefit of the Owners, their successors, assigns, tenants, family members, guests and invitees, including, but not limited to, the following items:

- a) All Common Areas and Facilities designated as such on the Plat Map or Maps;
- b) 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 Lot owners, such as telephone, electricity, gas, water, and sewer, except to the extent that said utilities exist on and service a specific lot and residence. It is expressly acknowledged that the Home Owners' Association shall be responsible for the cost of upkeep, maintenance and repair, as needed, of the sewer lift station. It is also acknowledged that the City of West Jordan will be responsible to read the master water meter located outside the main entrance to the project, and will then bill the Home Owners' Association for said charges.
- c) The Project's outdoor grounds including landscaping, street lighting, maintenance and lift station buildings, walkways, sidewalks, parking spaces and roadways, but expressly excluding the individual lots;
- d) All portions of the Project not specifically included on the individual lots; and
- e) 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.

The Common Area to be owned by the Association at the time of the conveyance of the first lot is the property described and set forth on the official plat thereof on file with the Salt Lake County Recorder.

It is understood that the actual location of certain homes and other improvements to be constructed on the lots might inadvertently deviate slightly from the location indicated by the official plat of the Project. The Common Area shall therefore be subject to minor encroachments of such homes and other improvements which extend slightly beyond the boundaries of their respective lots, but are in substantial compliance with the official plat. Each Owner shall therefore be deemed to have an easement on the Common Area to the extent of any such minor encroachment from its Lot. Furthermore, if ingress or egress to any area is through, over or upon the common area, any conveyance or encumbrance of such Common Area is subject to and subordinate to the Lot owner's easement.

11. Common Expense shall mean and refer to:
  - a) All sums lawfully assessed against the lot owners;
  - b) Expenses of administration, maintenance, repair, or replacement of the Common Areas and Facilities;
  - c) Expenses agreed upon as common expenses by the Association; and
  - d) Expenses declared common expenses by the Project Documents.
12. Community shall mean and refer to the Project.
13. 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 Board from time to time.
14. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION.
15. Developer shall mean Spring Hollow - Phase IV, LLC, or its successors or assigns.
16. 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.
17. 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.
18. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Board. A vote which is for any reason suspended is not an "eligible vote."
19. Family shall mean and refer to a group of natural persons residing in the same residential structure and maintaining a common household.
20. Guest shall mean and refer to a person who is not a Permanent Resident and whose presence within the Project as a visitor or invitee is approved by or is at the request of a particular Resident.
21. Improvement shall mean and refer to all existing physical structures and appurtenances to the Property of every kind and type, including, but not limited to, all Buildings, Lots, utility systems, fixtures, plumbing, electrical, heating, air conditioning, streets, roads, walkways, sidewalks, pathways, driveways, parking areas, maintenance shed, landscaping, trees, shrubs, bushes and green space.
22. Land shall mean and refer to all of the real property subject to this Declaration.
23. Lot shall mean and refer to any numbered plot of land shown on the recorded plat map for the Project.

24. Majority shall mean and refer to those eligible votes of owners or other groups as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

25. Manager shall mean and refer to the person or entity appointed or hired to manage and operate the Project.

27. Map shall mean and refer to the Plat Map.

28. Member shall mean and refer to an owner obligated, by virtue of his ownership, to be a shareholder in the Association and, where the context permits, a representative of the owners serving on the Board of Trustees.

29. Mortgage shall mean and refer exclusively to either a first mortgage or first deed of trust on any lot, but shall not mean or refer to a uniform real estate contract or executory contract of sale.

#### Notes

30. Mortgagee shall mean and refer exclusively to a mortgagee under either a first mortgage or a beneficiary under a first deed of trust on any lot, but shall not mean or refer to a seller under a uniform real estate contract or executory contract of sale.
31. Owner shall mean and refer the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Project, excluding those entities which have a security interest for the performance of an obligation.
32. Permanent Resident shall mean and refer to anyone who resides in the Project for more than four (4) consecutive weeks or for a total of more than eight (8) weeks in any calendar year.
33. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.
34. Plat Map shall mean and refer to the Record of Survey Map, Plat Map or Maps of SPRING HOLLOW ON THE JORDAN RIVER PARKWAY DEVELOPMENT on file in the Office of the County Recorder of Salt Lake County, as amended or supplemented from time to time, which show the location of the lots , Common Area and Facilities.
35. Project shall mean and refer to the SPRING HOLLOW ON THE JORDAN RIVER PARKWAY DEVELOPMENT.
36. Project Documents shall mean and refer to the Declaration, By Laws, and Rules and Regulations governing the Project, as they may be amended or supplemented from time to time.
37. Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted in connection with this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
38. Record of Survey Map shall mean and refer to the Plat Map.
39. 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 watercraft, boat trailer, or any other recreational, oversized or commercial transportation device of any kind.
40. Resident shall mean and refer to a person who lives, dwells, abides, lodges, or stays in a residence on a Lot.
41. Single Family Home or Residence shall mean and refer to both the architectural style of a residence and the nature of the residential uses and activities permitted therein.



## ARTICLE II SUBMISSION

The land herein above set forth is subject to the described easements and rights of way, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property.

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 Plat Maps or otherwise existing, including, without limitation, the rights, if any, of the Church of Jesus Christ of Latter Day Saints for access to the adjacent parcel to the north as governed by a separate agreement ; 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; and 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.

## ARTICLE III

### COVENANTS, CONDITIONS AND RESTRICTIONS

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

1. Description of Improvements. The significant improvements for this phase of the Project include, or shall include, up to Thirty-two (32) homes, all of which are Single Family Residences. There may be additional homes added to the Association, but only to the extent that the property is immediately adjacent to the Project. The Buildings in the Project will be of a contemporary architectural style. There will also be certain Common Area and Facilities, including but not limited to roads, streets, parking areas, maintenance and lift station buildings, walking path, sidewalks, walkways, utility systems, certain landscaping and green space. Electricity, natural gas, cable television and telephone service will be separately metered and billed to each lot. The Project will also contain other improvements of a less significant nature.

2. Description and Legal Status of the Property. The individual lots shall be individually owned in fee simple and the Common Areas shall be owned by the Association.

3. Membership in the Association. A land owner's membership in the Association is mandatory and shall be appurtenant to the ownership of the Lot and may not be separated or partitioned there from.

4. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a lot shall describe the interest or estate involved in clear and precise legal terms.

All provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a lot. Neither the membership in the Association, nor the right of non-exclusive use of a Common Area shall be separated from the lot 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 run with the land and automatically accompany the transfer of the lot to which they relate.

5. Ownership and Use. Each Owner shall be entitled to the exclusive ownership and possession of his Lot and dwelling and an undivided ownership interest in the Common Areas and Facilities, subject to the following:

a) Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple ownership of his real property. There shall be no requirements concerning who may own land, it being intended that it may and shall be owned as any other property. This is a residential community and as such the Lots shall be used only for residential purposes, except as set forth below. The Common Areas shall only be used in a manner consistent with the residential nature of the Project. In accordance with the By-Laws or Regulations adopted by the Board of Directors of the Association, any Member may delegate his right of enjoyment to the Common Area and facilities to his family, tenants or contract purchasers who reside on the Property.

b) Title to the Common Area. The Common Area, as identified with particularity on the Plat Map, shall be owned by all of the land Owners as tenants in common.

c) Mandatory Association. Each purchaser of a Lot shall become a Member of the Association. Membership in the Association is mandatory.

d) Members Easements and Rights of Way. Every Member of the Association shall, as an owner, have the right and nonexclusive easement to use and enjoy the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

(1) The right of the Association to limit the number of Guests and Residents;

(2) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which an Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations (it being understood that such suspension of rights shall not terminate the continuing obligation of such Owner for past and future Assessments against his Lot);

(3) The right of the Association to enact reasonable rules and regulations governing the use of the Common Area; and

(4) 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.

e) Rules and Regulations. The Board shall have the power and authority to adopt, amend or repeal administrative rules and regulations from time to time.

f) Restrictions and Limitations of Use. The use of the Lots and dwellings is subject to the following guidelines, limitations and restrictions:

(1) Land Use No Lot shall be used except for residential purposes-

(2) Building Type. No Building shall be erected, altered, placed or permitted to remain on any Lot other than One (1) single-family dwelling selected specifically and solely from the models provided by the Developer.

(3) Parties Bound. The Project Documents shall be binding upon all Owners and Residents as well as their family members, visitors, guests and invitees when they enter the Project.

(4) 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. For purposes of this section the term "nuisance" shall be deemed to include, but shall not be limited to, the following:

a. The development of any unclean, unhealthy, unsightly, or un-kept condition on, in or about a Lot or the Common Areas. The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;

b. The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other Residents at the Project

c. The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;

d. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other Residents, their family members, guests, visitors or invitees, particularly if the police or sheriff must be called to restore order,

e. 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;

f. Too much noise in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.; and

g. Too much traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.

(5) Unsightly Work, Hobbies or Unkempt Condition. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

(6) Waste Management. All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the project and shall not be allowed to accumulate thereon or to be stored in such a manner so as to be visible from the street. In addition, a contract for waste removal will be the responsibility of the Homeowner's Association. In connection therewith, each homeowner will be provided with a trash container which shall be placed at the curb on a designated day each week. The trash shall be removed by the maintenance personnel or as contracted by the Homeowner's Association. Following the emptying of each trash container, it is the responsibility of the Lot owner to remove the receptacle from the curbside on the same day.

(7) Subdivision of a Lot. No Lot shall be subdivided or partitioned.

(8) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting of 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, paint guns, sling shots, wrist-rockets, blow dart guns, and other firearms of all types, regardless of size.

(9) Temporary Structures. No Owner or Resident shall place upon any part of the Project any temporary structures including but not limited to trailers, or sheds, without the prior written consent of the Board. Furthermore, no trailer, unfinished basement, tent, shack, garage, barn or other out building or any structure of a temporary character shall be used on any Lot at any time as a residence either temporarily or permanently. Exterior storage for lawn equipment is permitted as long as the storage structure is located in the owners back yard and does not exceed 7 feet in height, and must conform to guidelines outlined under item (10) below.

(10) Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, change or alteration therein be made, nor shall any such structure be painted other than its original color until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, size and location in relation to surrounding structures and topography by the Board, or by an architectural committee comprised of Three (3) or more representatives as may be appointed by the Board. In order to obtain review by the architectural committee or the Board of Directors, the plans and specifications referred to above must be submitted by personally delivering them to One (1) of the Members of the architectural committee or, if such committee is not then in existence, by personally delivering said plans to the President, Vice President or Secretary of the Association. All approved projects must be undertaken and completed within six months of approval. Project work must not commence prior to the approval process.

(11) Trees, Shrubs, Bushes and Fences: Maintenance of Proper Sight Distance at Intersections. All yard areas within each Lot shall be landscaped by the Owner thereof (unless already landscaped by the previous Owner) within Nine (9) months from the date the Owner acquires title to said Lot. In connection therewith, said landscaping shall be consistent with other landscaping in the Project. Owners shall not construct, build or otherwise erect any fencing, regardless of the nature thereof, on, in or around the front yard of the Lot. The Association shall have the authority to remove the same. Furthermore, each Lot, which includes the parking strip and improvements thereon, shall be maintained by the Owner in an attractive condition. In the event an Owner of any Lot in the Properties shall fail to perform such landscaping or to maintain the premises and the improvements situated thereon as required, the Board, by Two-Thirds (2/3rds) vote of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to landscape, repair, maintain and restore the Lot and the exterior of the Buildings and any other improvements erected thereon, the costs of such landscaping and exterior maintenance shall be added to and become part of the individual Assessment to which such Lot is subject. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any owner or Resident in, on or about the Common Areas without the prior written consent of the Board. The Board may alter or remove any objects which create a dangerous or potentially dangerous condition, or have been planted or placed in a manner which violates this subsection.

(12) 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 Board.

(13) Business Use. No commercial Trade or Business may be conducted in or from any Lot 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 Board. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a Trade or Business within the meaning of this subsection.

(14) Storage and Parking of Vehicles. The driving, parking, standing and storage of motor vehicles in, on or about the project shall be subject to the following:

a. The parking rules and regulations adopted, from time to time, by the Board:

b. It shall be required that all motor vehicles, boats, campers or trailers, including but not limited to any car, automobile, truck, van or other transportation device of any kind shall be parked either in the garage provided,

c. Homeowners are required to park their automobiles in their garage or behind their home or on their driveway as per section h. below. Guests may not park on the street for more than a 24-hour period without prior written approval of the Board. No commercial vehicles, non-operative vehicles or improperly licensed, camper, trailer, house trailer, jet ski, snow mobile; boat or any other vehicle used for recreation purposes may be parked on the street without written consent of the Board.

d. No vehicles shall be parked so as to prevent access to fire hydrants.

e. If someone is physically disabled, the Board will accommodate special requests for wheelchair parking if possible.

f. No motor vehicle or recreational vehicle, including but not limited to any car, automobile, truck, van or other transportation vehicle, camper, trailer or boat may be inhabited for any period of time in the Project. Any such vehicle is considered illegally parked and subject to removal after 24 hours.

g. No vehicle may be parked or left unattended in such a manner as to block the passage of other vehicles on the private roadway of Spring Hollow or in driveways to Homes. No vehicle shall be left parked and unattended in such a manner as to prevent or impede the ingress and/or egress of emergency vehicles (e.g., fire, police or EMS) or service vehicles (e.g., refuse trucks).

h. Vehicles parked in violation of these rules may be removed and stored. Notice and removal shall be in accordance with state statutes. The Homeowner is liable for all costs of towing illegally parked vehicles of the Homeowner, his family, guests or tenants.

i. Driveways are considered to be common area, and are not to be blocked or obstructed in any way at any time. Parking may be permitted as mutually agreed upon by the two residents sharing the drive. Residents are to be respectful of their immediate neighbor as related to noise, appearance, privacy and safety. Personal articles of any kind may not be stored or be permitted to let stand anywhere in the drive. Trash awaiting pickup must be stored out of sight. Children should be discouraged from using the driveway as a play area with respect to the unpredictability of vehicles backing and moving in and out of the drive. Basketball standards, trampolines and other similar apparatus are not allowed unless mutually agreed upon. Any damage caused to the driveway will be the responsibility of whichever resident may have caused said damage. The Board shall have final determination as to fault. Both residents are expected to help keep the driveway clean and free of unsightly debris. Routine maintenance and maintenance expense of shared driveways are the joint responsibility of the two associated lot owners, not of the Homeowners Association, however, the Board shall determine when maintenance may become necessary.

(15) Aerials, Antennas, and Satellite Systems. No aerials, antennas (ham radio or otherwise), satellite dishes or systems shall be erected, maintained or used in, on or about any Lot, outdoors and above ground, whether attached to or on top of any Building, Lot, structure, or otherwise, within the Project without the prior written consent of the Board, unless the antenna etc is not visible from the street. In making its decisions, the Board shall abide by and be subject to all relevant local state and federal laws, including but not limited to all FCC guidelines, rules and regulations as they may be amended or supplemented from time to time. Satellite dishes are limited to not more than one meter in diameter.

(16) Windows and Window Coverings. No aluminum foil, newspapers, opaque coatings, or any other similar materials may be used to cover the exterior windows of any dwelling or garage. Films used to reduce ultraviolet or heat from the sun are permitted so long as they are professionally installed.

(17) Pets. No horses, cows, pigs, fowls or other animals other than ordinary household pets, which do not constitute a nuisance, shall be allowed within the Subdivision. Dogs and cats belonging to owners, occupants or their invitees within the Property must be kept primarily within the home. Pet owners should pick up animal waste regularly so as not to attract insects and cause odors.

In no case may any household pet be allowed to create a nuisance for neighboring Lot owners due to noise, or otherwise. Residents must conform to applicable West Jordan City ordinance.

Pets in the common areas must be kept on a leash being held by a person capable of controlling the animal and for picking up and suitably disposing of their pets waste matter.

(18) Signs. No sign of any kind shall be displayed to the public view on any Lot except One (1) sign of not more than Five (5) feet square advertising the property for sale or rent, or signs used by the Declarant or a builder to advertise the property during the construction and sale.

(19) Insurance. Nothing shall be done or kept in, on or about any Lot or the Common Area which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Project over what the Association, but for such activity, would pay.

(20) Laws. Nothing shall be done or kept in, on or about any Lot or Common Area, 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.



(21) Damage or Waste. No Owner or Resident shall cause, or allow to be caused, damage to the Common Area or another Lot. No Owner or Resident shall commit, or allow to be committed, waste to the Common Area or another Lot. Each owner, by virtue of accepting a deed to a Lot or other document of conveyance, and each Resident, by virtue of residing in the Project, shall indemnify and hold the Association, Board and the other owners harmless against all loss resulting from any such damage or waste caused by that owner or Resident, their family members, guests, visitors or invitees; provided, however, that any guest, visitor or invitee of the Declarant shall not under any circumstances be deemed to be the guest, visitor or invitee of any other owner or Resident.

(22) Structural Alterations. No structural alterations to the Common Area or Facilities is allowed without the prior written consent of the Board.

(23) Construction. The construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be complete as to the external appearance, including finish painting and landscaping, within one year of commencement of excavation of the foundation thereof. Construction lots are to be kept neat in appearance and free of weeds and loose materials that may infringe on the neighbors property.

6. Leases. Any agreement for the leasing, rental, or occupancy of a Lot or dwelling (hereinafter in this Section referred to as a lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the Lease commences. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Project Documents. Said lease shall further provide that any failure by the Resident there under to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the owner and Resident by virtue of their inclusion in this Declaration. No owner shall be permitted to lease his/her Lot for transient, hotel, seasonal, or other similar purposes. The minimum initial term of any lease shall be at least six (6) months. Daily or weekly rentals are prohibited. Any Owner who shall lease his Lot shall be responsible for assuring compliance by the Resident with the Project Documents. Failure by an owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against his Resident who is in violation of the Project Documents within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such owner against his Resident. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the owner or Resident for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy an Individual Assessment against such owner and his Lot for all such expenses incurred by the Association. In the event such Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof. 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 Lot.

Notes

7. Easements: Drainage, Support, Maintenance and Repair. There are hereby RESERVED and the Association is hereby GRANTED the following easements and rights of way:

a) A non-exclusive easement over, across, through, above, over, and under the Common Area for the operation, maintenance, repair, servicing, and regulation of the Common Area as well as common utilities and systems (e.g., power, water, sewer and gas lines) amenities and facilities; and

b) A reciprocal easement on, over, above, under, through and across all Buildings, Lots and the Common Area for the drainage of surface waters on, over, under, through and across the Project. No structure or other obstacle shall be erected, placed or permitted to remain on any Lot in any way as to interfere with the established drainage pattern over the Lot to and from adjoining land, or, in the event it becomes necessary to change the established drainage over a Lot, adequate provision shall be made for proper surface drainage. The Developer shall establish a sub drain and storm drainage system designed to serve the entire Project (the "Master Sub drain and Storm Drain System"). No Lot Owner shall interfere with the Master Sub drain and Storm Drain System established by the Developer, or its successors or assigns. Each Lot Owner shall be responsible to develop his Lot in a manner consistent with the Master Sub drain and Storm Drain System, and so as not to detract there from or interfere therewith, or the Established Drainage Pattern on any other Lot in the Project. No changes to the Established Drainage Pattern on any Lot shall be permitted without the prior written consent of the Board. For purposes of this Section, the term "Established Drainage Pattern" is defined as the approved drainage pattern, facilities and improvements in existence at the time such Lot is conveyed to a home purchaser by the Developer, its successor or assign. The cost of all improvements, maintenance, repairs and replacements of the sub drain or storm drainage system located within the boundaries of any Lot shall be the responsibility of the Lot Owner. The cost of all improvements, maintenance, repairs and replacements of the sub drain and storm drainage system located in the Common Area shall be the responsibility of the Association. If the Association or the Lot owners fail to properly manage, maintain or replace the sub drain and storm drainage system, Salt Lake County (or other governing body) shall have the right, but not the obligation to maintain the systems, and to charge the cost thereby incurred to the Association. The Association shall not have the authority to change, by vote, alienation, alteration, transfer, sale, or otherwise, the use of the currently existing areas and structures designed to control storm water runoff unless the consent of the Development Services Division of Salt Lake County, or its successor, has first been obtained in writing. All governing governmental bodies are hereby made a party to the covenants established by this Declaration for the sole purpose of protecting and preserving the use of the common storm drainage system and structures that serve the Project. Salt Lake County (or other government bodies) shall not be a Member of the Association and shall have no vote in the management, operation or regulations of its affairs.

8. Liability of Owners and Residents For Damages. Any Owner, by virtue of accepting a deed to a Lot or other document of conveyance, or Resident, by virtue of residing in the Project, shall be liable to the Association, other owners or Residents for damages to person or property in the community caused by his negligence or the negligence of his family members, guests, visitors or invitees.

9. Encroachments. In the event that any portion of the Common Area or a Lot encroaches or comes to encroach upon other Common Area or a Lot 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.

10. Board of Trustees. The Association shall be managed by a Board of Trustees, which shall be comprised of five (5) Lot Owners. Members of the Board shall be elected by the Owners. To provide continuity of management, three (3) of the Members shall be elected for a two (2) year terms and the other two (2) Members shall be elected for a one (1) year term. Thereafter, all Members shall be elected for two (2) year terms.

a) Qualification. To qualify, a Member of the Board must be an individual owner or the legal representative of a land owner.

b) Vacancies. Any vacant seat on the Board shall be filled with a Member elected or appointed to serve a two (2) year term.

c) Dismissal. Any Board Member who fails on three (3) successive occasions to attend Board meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In such cases, the remaining Board Members shall elect a replacement to sit on the Board until the next meeting of the Association.

d) Removal-of Board Member. Except for Board Members appointed by the Declarant before the occurrence of the Events, Board Members may be removed at any time by the affirmative vote of a Majority of the Members of the Association. A replacement to serve the remainder of the removed Member's unexpired term shall be elected at the same meeting.

e) Term. Unless he forfeits or otherwise loses his seat as herein provided, a Member shall serve on the Board until his successor qualifies and is properly elected by the Association.

f) No Compensation. Board Members shall not be compensated for their time and or services, but shall be reimbursed for expenses reasonably incurred in connection with Board business and approved by the Boards of Trustees with a minimum 75% Board vote.

11. Board Officers and Agents. The Board shall perform its functions through those five (5) Members who are elected as officers by the Board and through such agents or employees as the Board may appoint. There shall be a President and Secretary. Any Board officer, agent, or employee may at any time be removed, with or without cause, by the vote of a majority of the Board Members. Provided, however, if a Member of the Board is removed as an officer, he shall continue to be a Member of the Board.

12 Board Meetings. A regular meeting of the Board shall be held immediately after the adjournment of each annual owners' meeting or at such other time as the Members of the Board may decide. Other regular meetings shall be held at periodic intervals (no longer than monthly) at such time and place as the Board may determine. No notice need be given of regular Board meetings. Special Board meetings shall be held whenever called by the President or by any three (3) Members of the Board. Reasonable effort shall be made to give either oral or written notice of a special meeting to each Board Member at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all Board Members may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Board meeting shall consist of a Majority of all the Members then in office.

13. Status and General Authority of Board. The Board shall have and is granted the following authority and powers:

- a) To Enter. The power and authority to enter upon any Lot to make outside Repairs, and to do other work reasonably necessary for the proper Maintenance and operation of the Project. Except in the case of an emergency, reasonable notice shall be given to the Residents.
- 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 Plat Map which has been approved by the vote or consent necessary to authorize such amendment.

(1) Execute Documents. The authority to execute and record, on behalf of all owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.

(2) Standing. The power to sue and be sued.

(3) 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.

(4) 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 a majority of the Members in the Association.

(5) To Purchase. 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 a majority of the Members in the Association.

(6) Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with this Declaration.

(7) 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 Members of the Association or Residents not on the Board, to retire to executive session, to regulate record keeping, and to allow, control or prohibit the electronic, video or audio reproduction of Board meetings.

(8) Assignment or Leasing of Open Common Area Parking Spaces. The authority to charge reasonable user fees for Common Area and Facilities, and to assign or lease available Common Area parking spaces, if any to Residents.

(9) 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 Board to perform its functions on behalf of the owners.

14. Delegation of Management Responsibilities. The Board may delegate some of its management responsibilities to either a professional management company, an experienced on-site manager, independent contractors, through service contracts, or any combination thereof. The termination provision of any such contract must not require a termination penalty or any advance notice of more than thirty (30) days and no such contract shall be for a term greater than one (1) year, unless otherwise deemed prudent by an 80% approval of the Board.

15. Owners Meetings. The Association Members shall meet as follows:

a) Annual Meeting. The annual meeting of the owners shall be held at 7:00 o'clock p.m. on the second Tuesday in November of each year. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at the location specified in the notice of meeting. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at his last known address. The notice shall state the location, date, time, place, and general purpose of the meeting.

b) Special Meetings. Special meetings of the owners may be called by the President, by any three (3) Members of the Board, or by Lot owners holding at least twenty five percent (25%) of the undivided ownership interest in the Common Area. At least two (2) but not more than thirty (30) days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding Paragraph.

c) Waiver of-Notice. No notice of any owners meeting shall be required if a waiver of such notice is signed by all of the owners. Whenever all of the owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice.

d) Quorum. The presence of a majority of the undivided ownership interest in the Project which may include those who are not present but who have signed a proxy or written consent and are entitled to cast a vote shall constitute a quorum for the transaction of business at any Owner's meeting.

(1) Quorum Not Present. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(2) Quorum at Rescheduled Meeting. Those Members present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting.

(3) Percentage Approval Requirement. In any situation in which this Declaration requires the affirmative vote of a certain percentage of the total voting power of the Association, such approval may be made by a Lot Owner in person or proxy. Additionally, Lot Owners may cast their vote via a separate signed written consent or absentee ballot, which consent or ballot may be delivered in person, by mail, or via e-mail and must be received by the President or Secretary of the Association within the seventy-two (72) hour period immediately preceding such meeting to be counted with those voting in person or proxy at such meeting. Any person voting by proxy, separate written consent, or absentee ballot, in the manner prescribed by this provision, shall be included with those present in person at the meeting for purposes of establishing a quorum.

16. Membership & Voting Allocations Members shall be entitled to vote on all issues before the Association, subject to the following:

a) One Vote. Each Lot shall have one (1) vote;

b) Subject To Assessment. No vote shall be cast or counted for any Lot not subject to assessment;

c) Multiple Owners. When more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise it.

d) Leased Lot. Any owner of a Lot which has been leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

17. Lists of Lot Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Board shall maintain up-to-date records showing: (a) the name of each person who is an owner, the address of such person, and the Lot which is owned by him or her, (b) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity; and (c) the name of each person or entity who is an Eligible insurer or Guarantor, the address of such person or entity, and the Lot which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Board with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Board may for all purposes act and rely on the information concerning Lot ownership in its records or, at its option, the records of the county recorder. The address of any owner shall be deemed to be the address of the Lot owned by such person unless the Board is otherwise advised in writing.

18. Capital Improvements and Table. The Board shall prepare a Table of Capital Improvements, which shall contain a list of foreseeable expenditures for Capital improvements within the Area of Common Responsibility. The Table shall be included in every annual budget, and it shall be reviewed and updated at least annually, and reasonable reserve accounts shall be established by the Board for the replacement of capital assets as they age. Expenditures by the Association for Capital Improvements to the Project shall be subject to and governed by the following:

- a) Board Discretion/Expenditure Limit. Capital Improvements to the Project which cost ten percent (10%) or less of the Total Annual operations Budget and do not materially alter the nature of the Project, may be authorized by the Board alone.
- b) Homeowner Approval/Expenditure Limit. Any Capital Improvement, the cost of which will exceed such amount, must, prior to the commencement of construction, be authorized by at least a Majority of the owners.
- c) Homeowner Approval/Changing the Nature of the Project. Any Capital Improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least two thirds (2/3rds) of the undivided ownership interest in the Project.

19. Operation, Maintenance and Alterations. The Lots and Common Area shall be maintained by the Lot Owners and the Association as follows: Area of Common Responsibility. The Association shall maintain, repair and replace, as needed from time to time, the Common Area and Facilities, including, but not limited to, all the common utility services such as power, light, fixtures, and all landscaping as set forth with more particularity below.

- a) Area of Personal Responsibility. Each Lot Owner shall maintain, repair and replace, as needed, his Lot, individual utilities, including but not limited to all power, water, gas, sewer, telephone, and television lines servicing only his Lot, windows, doors, garage doors and garage door systems, heating, cooling, fences, fixtures, patios, decks, etc.

b) Landscaping. The Association shall maintain, repair and replace as needed all Common Area landscaping throughout the entire Project, including but not limited to all green space, grass, sod, ground cover, flower beds, plant beds, trees, bushes, shrubs, and sprinkling systems, which owners or Residents shall not modify, change, or alter without the express prior written consent of the Board. All Common Area landscaping in the Project shall be maintained and cared for in a manner consistent with Community Standards and the quality of design and construction originally established by Declarant. Specific guidelines and restrictions on landscaping may be established by the Board from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be properly pruned and trimmed. All landscaping shall be tasteful, so as not to affect adversely the value or use of any Lot, or to detract from the uniform design and appearance of the Project.

c) Snow and Ice Accumulations. The Association shall remove all ice and snow accumulations from the Common Area and streets.

d) Utilities. The Association shall provide those utility services not separately metered and billed to the individual owners by the provider, provided, however, the Association may elect to provide electricity to certain Common Area lamp posts from an individual Lot in which case the Lot owner shall be entitled to a monthly credit. In addition, notwithstanding the ownership of the Common Area by the Association, it is expressly understood that Association shall be entitled to receive all payments and refunds that may be made by any utility company, special improvement district, or other entity or governmental agency on account of the cost borne by Association towards the installation on the properties of water lines, sewer lines and other utility systems.

e) Standard of Care/General. The Property shall be maintained in a usable, clean, functional, attractive and good condition, consistent with Community Standards.

f) Changes to Areas of Personal or Common Responsibility. The Board may, in its sole discretion, add items to or subtract items from the Areas of Personal or Common Responsibility upon at least thirty (30) days prior written notice to the Lot Owners.

g) Alterations to the Common Area. No Owner or Resident may make any structural alterations, modifications, changes or improvements to the Common Area, including, but not limited to, any additions, extensions, enclosures, fencing, decks, patios, walkways, structures or sheds not shown on the approved plans and specifications, without the prior express written consent of the Board.



20. Common Expenses. Each Owner, upon receipt of a deed to a Lot or other document of conveyance, shall pay his Assessments to the Association subject to and in accordance with the restrictions set forth below; provided, however, anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments until such time as any residential structure or building is substantially completed and a permanent certificate of occupancy has been issued or, in the alternative, the Developer elects in writing to commence payment, whichever first occurs.

a) 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 Board.

b) Creation of Assessments. The Assessments shall pay for the common expenses of the Association as may be from time to time specifically authorized by the Board. Each owner, by acceptance of a deed therefore, 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.

c) Budget. At least thirty (30) days prior to the Annual Homeowners Meeting, the Board 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 Board to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and Facilities, which estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the Board is required or permitted to maintain, common lighting and heating, water charges, carpeting, painting, repairs and maintenance of the Common Areas and Facilities and replacement of the elements and components thereof that must be replaced on a periodic basis, wages for Board 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.

d) Apportionment. The common profits of the Project shall be distributed among, the Common Expenses shall be charged to and the voting rights shall be allocated among the Lot Owners equally.

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

f) Payment of Assessments. The Board has the sole authority and discretion to determine how and when the annual Assessments are paid, and to amend, modify, change or supplement that schedule from time to time.

g) Personal Obligation of Owner. Each Lot Owner shall pay his Assessments and Additional Charges; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a executory contract of sale, uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot 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: the owner of both the legal and equitable interest in any Lot; the owner of record in the offices of the County Recorder of Salt Lake County, Utah; and both the Buyer and Seller under any executory sales contract, uniform real estate contract, land sales contract, or other similar instrument. In addition, the Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made.

h) Equitable Chancres. If the aggregate of all of the monthly Assessment payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board may from time to time effect an equitable change in the amount of said payments provided the owners are given at least thirty (30) days written notice of any changes.

i) Dates and Manner of Payments. The dates, method, form, and manner of payment shall be by direct deposit, or as determined by the Board.

j) Reserve Accounts. The Board shall establish and maintain at least two (2) reserve accounts: one to pay for unexpected operating expenses and the other to pay for Capital Improvements.

k) Acceleration. Assessments shall be paid in the manner and on dates fixed by the Board who may, at its option and in its sole discretion, elect to accelerate the entire annual Assessment for owners who have failed to pay their monthly Assessment in a timely manner. If, however, the Assessment is accelerated and an owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its sole discretion, may elect to decelerate the obligation.

l) Statement of Assessments Due. Upon written request, the Board shall furnish to any owner a statement of Assessments due, if any, on his Lot. Failure to provide the certificate within thirty (30) days after a written request, 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 Fifteen Dollars (\$15.00) for the issuance of such certificate.

m) 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 and each owner, by accepting a deed to a Lot or other document of conveyance, hereby waives such homestead exemption as to the Association.

n) Suspension of Right to Vote for Non-Payment At the discretion of the Board, the right of an owner to vote on issues concerning the Association are suspended 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 days.

21. Special Assessments. In addition, the Association may levy Special Assessments in any year, subject to the following:

a) Board Based Assessment. So long as the Special Assessment does not exceed the sum of Five Hundred Dollars (\$500.00) per Lot in any one fiscal year (the "Special Assessment Limit"), the Board 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 Board in its discretion may allow any special Assessment to be paid in installments.

22. Specific Assessments. If a Lot Owner may accept or reject the benefit, then the Board shall also have the power to specifically assess the owners in a particular area as follows:

a) Benefit Only To Specific Lot. If the expense benefits less than all of the Lots, then those Lots benefited may be specifically assessed, and the specific assessment shall be equitably apportioned among those Lots according to the benefit received.

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

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

23. Individual Assessments. Individual Assessments may be levied by the Board against a Lot and its owner to reimburse the Association for.

- a) costs and expenses incurred in enforcing the Project Documents;
- b) costs and expenses associated with the maintenance, repair or replacement of Common Area for which the Lot Owner is responsible;
- c) any other charge, fee, due, expense, or cost designated as an Individual Assessment in the Project Documents; and
- d) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.
- e) a transfer fee of \$250 to new homeowners at time of closing. New owners are required to join the Auto Bill Pay Program for the purpose of paying HOA dues. Arrangements must be made within 10 days of closing.

24. Collection of Assessments. The HOA (not a mortgagee) shall be solely responsible for the collection of all assessments. Assessments must be paid in a timely manner and shall be collected as follows:

- a) Time is of the Essence. Time is of the essence and all Assessments shall be paid promptly when due.
- b) Delinquent Assessments. Any Assessments which are not paid when due are deemed to be delinquent.
- c) Lien. If any Lot Owner fails or refuses to make any payment of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property. A notice of lien may be recorded in the office of the County Recorder of Salt Lake County, but shall only be necessary in order to establish the priority of the lien.
- d) Late Fees and Default Interest Rate. Any Assessments delinquent for a period of more than ten (10) days shall incur a late charge of Twenty-Five Dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of one and one-half percent (1.5%) per month shall accrue on all delinquent accounts. The Board may, in its sole discretion, change the amount of the late fee or default interest rate or waive late Assessments and accruing interest, but is not required to do so.
- e) Foreclosure of Lien and/or Collection Action. if any Assessments remain unpaid, the Association may, as determined by the Board, institute suit to collect the amounts due, to foreclose the lien, or both.
- f) 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 obtain a personal judgment against him for unpaid Assessments and Additional Charges, to foreclose the lien securing the debt in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed, or both.
- g) No Waiver. No Owner may waive or otherwise exempt himself from liability for the payment of Assessments, including but not limited to the non-use of Common Areas or the abandonment of his Lot.
- h) 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 Board to take some action or perform some function required to be taken or performed by the Association or Board under the Project Documents, 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.
- i) Application of Payments. All payments shall be applied in the following order Additional Charges, Delinquent Assessments and Current Assessments.

j) Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the owners interest therein by the Board. 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 Assessments, and a reasonable rental for the Lot 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 Board may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

k) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage and shall not constitute default under an insured mortgage. Sale or transfer of any Lots shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, but shall not relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

l) Exempt Property. All property dedicated to, and accepted by a local public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Utah shall be exempt from the Assessments created herein. However, no modifications and/ or improvements devoted to dwelling use shall be exempt from said Assessments.

m) Appointment of Trustee. If the Board elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the Association, provided 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.

n) Attorney in Fact. Each Owner, by accepting a deed to a Lot or other document of conveyance, hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Lot, if the Lot 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 tenant or lessee, against rent due, for the amount of money paid to the Association.

25. Date of Commencement of Annual Assessments - Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment. Written notice of the Annual Assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate by an Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association, as to the status of Assessment on the Lot, is binding upon the Association as to the date of its issuance.

26. Liability of Board. The Association shall indemnify every officer and Member of the Board against any and all expenses, including but not limited to attorney's Assessments reasonably incurred by or imposed upon any officer or Member of the Board in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he may be a party by reason of being or having been an officer or Member of the Board. The officers and Members of the Board 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 Board 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 Board may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Member of the Board 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 Board, or former officer or Member of the Board, may be entitled.

27. Insurance. The Board shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, insurance on the Common Areas satisfying at least the following 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 casualty policy. This additional coverage may be added by the Board as it deems necessary in its best judgment 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, AR, AO, AI-30, A-99, V, VE, or VI-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 Lot 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. Liability insurance with adequate limits of liability for bodily injury and property damage, consistent with that of similarly situated first class subdivisions in the county. If possible, the policy should be written on the comprehensive form and shall include not-owned and hired automobile liability protection.

d) Directors and Officer's Insurance. Adequate director's and officer's liability insurance (aka Errors and omissions insurance).

e) Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Board 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 Board 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 Board or the Association.

(2) Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Board's best business judgment, but shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Board, 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 Board, 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 Board 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 Board 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 Board 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 a least Seventy-Five Percent (75%) of the Members of the Association.

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

(1) Quality of Carrier. A "B" or better general policyholder's rating or a 11611 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 "All or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBB" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's Insurers Solvency Review, 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 Lot Owners of SPRING HOLLOW ON THE JORDAN RIVER PARKWAY, a Planned Unit Development Project 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) Waiver of Subrogation. A waiver of the right of a subrogation against owners individually.

(8) Individual Neglect. A provision that the insurance is not prejudiced by any act or neglect of any individual owner.

(9) Deductible. The deductible on a claim made against the Association's Property Insurance Policy shall be paid for by the Association.

(10) Individual Insurance. Each Owner and Resident shall purchase and maintain adequate liability and property insurance on his Lot, personal property and contents; provided, however, no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Property at any particular time.



(11) Primary Coverage. The insurance coverage of an owner shall, in the event the Association also has insurance covering the loss, be primary and the insurance of the Association shall be secondary.

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

(13) 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 Lot, and may be enforced by them.

(14) 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.

(15) 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 Board, the Association, V.A., FHA, FNMA, or their designees.

b. Payments Contingent. By the terms of the Declaration, Bylaws, 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 Board, the Association, an owner, FNMA, or the borrowers) from collecting insurance proceeds.

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

28. 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 action taken 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 Board 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 Lot in which they are interested.

b) Determination by Board. 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 Board 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 Board shall, from time to time, review the condition of the Project to determine whether Substantial obsolescence exists. In making such determinations the Board 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 Board 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 lots which have appurtenant at least Fifty-One Percent (51%) 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 Board 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. If the insurance proceeds condemnation awards, or payments in lieu of condemnation actually received by the Board or Association exceed the cost of Restoration when Restoration is undertaken, then the excess funds shall be placed in the Capital Improvement Reserve Account and retained by and for the benefit of the Association. This covenant is also for the benefit of the Association and any Mortgagee, and, therefore, may also be enforced by them. Payment to any owner whose Lot is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

f) Inadequate Insurance. In the event the cost of Restoration exceeds Available Funds, all of the Lots shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas.

g) Reallocation in Event of Partial Restoration. In the event that all or any portion of one or more Lots will not be the subject of Restoration (even though the Project will continue as a planned lot development) 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 lots.

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, ownership under this Declaration and the Plat Map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Board to the owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Lot is then the subject of a Mortgage shall be made jointly to such owner and the interested Mortgagee.

l) Authority of Board to Represent Owners in Condemnation or to Restore or Sell. The Board, 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 Board, 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 Lot therein whenever Restoration or sale, as the case may be, is undertaken as herein above 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.

29. 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 the Board obtaining from owners who collectively hold the required percentages, with or without a meeting, consents in writing to such transaction, subject to the following conditions:

a) Ninety-Day Limit. All necessary consents must be obtained prior to the expiration of ninety (90) days from the time the first written consent is obtained; and

b) Change In Owner. Any change in ownership of a Lot 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.

30. Mortgagee Protection. The lien or claim against a lot for unpaid Assessments levied by the Board or by the Association pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such Assessments become due, subject to the following:

a) Effects of Voluntary and Involuntary Sale. The lien or claim against a Lot for such unpaid Assessments shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Lot or the exercise of a power of sale available there under 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 Lot from liability for, nor such Lot the lien of any Assessments becoming due thereafter.

b) Books and Records Available for Inspection. The Board 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 Project Documents, as well as the books, records, and financial statements of the Board 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 Contract. Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Board or the Association shall provide or be deemed to provide hereby that either party may terminate the contract with or without cause, penalty or severance charge, upon at least Thirty (30) days prior written notice to the other party thereto.

e) Eligible Mortgagee Designation. Upon written request to the Board 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 Lot 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 Lot 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 Lot subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of Sixty (60) days.

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

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

31. Amendment. Subject to the condition set forth herein, this Declaration may be amended subject to the following:

a) Consent of the Owners. The affirmative vote of at least Two-thirds of the Owners shall be required and shall be sufficient to amend the Declaration or the Plat Map. Any amendment so authorized shall be accomplished through the recording of an instrument executed by the Board. In such instrument the Board 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; and

b) Consent of Eligible Mortgagee. The consent of at least Fifty-One percent (51%) of the Eligible Mortgagees shall be required for any amendment which would terminate the legal status of the Project; or to add to or amend any material provision of this Declaration or the Plat Map which establishes, provides for, governs, or regulates any of the following:

- (1) Voting rights;
- (2) Increases in assessments that raise the previously assessed amount by more than Fifty Percent (50%), assessment liens, or the priority of assessment liens;
- (3) Reductions in reserves for maintenance, repair, and replacement of the Common elements;
- (4) Insurance or fidelity bonds;
- (5) Limitations and restrictions on the right to use of the Common Areas or to mortgage or convey an interest in the Common Area or any part thereof;
- (6) Responsibility for maintenance and repairs;
- (7) Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;
- (8) The boundaries of any Lot;
- (9) *The percentages of ownership interest in the Common Areas;*
- (10) Convertibility of a Lot into Common Areas or Common Area into a Lot;
- (11) The imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his Lot;
- (12) Express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and
- (13) The requirement that the Project be CD professionally managed rather than self managed. Any addition or amendment shall not be considered material for purposes of this Paragraph b) 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 Plat Map is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association.

Except for the secretary of Veterans Affairs, any Eligible Mortgagee who does not deliver to the Board 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 Plat Map or the termination of the legal status of the Project as a Planned Unit Development Project if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

32. The Association's Powers of Enforcement. In the event the Board or a Lot Owner claims another Lot Owner or Resident has violated the Project Documents, before any sanction, citation penalty or Individual Assessment becomes final, the Owner or Resident about whom the complaint has been made shall be given Written Notice of Violation, and be advised of their rights of due process:

a) If delivery of Notice of Violation is made by registered mail, it shall be deemed to have been delivered seventy-two hours after it was been deposited in the US Mail, first class postage prepaid, addressed to the Member at the address given by the Member to the Board for the purpose of service of notice or to the address of the Member's lot if no other address has been provided.

b) The notice shall state that if the Lot Owner fails to remedy a violation *within 72 hours after notice has been given, the Board may vote to assess the adverse party or levy a fine* If the Lot Owner about whom the complaint elects to a hearing process, the Lot Owner must do so within the 72 hour period. All assessments, fines or other sanctions will be temporarily suspended until after the hearing, but will become retroactive should the Board so determine that a violation has occurred. If the Lot Owner does request an opportunity to be heard by the Board, written notice shall be given at least seven (7) days prior to the date set for the hearing stating the date, time, place of the hearing, and may be delivered either by e-mail, personally or by U.S. mail. If the lot Owner chooses to remedy the violation prior to the hearing, fines may only be retroactive to include the dates prior to when the condition was actually corrected.

c) After the hearing has taken place, the Board shall determine whether a violation has occurred and, if so, may impose a fine or issue sanctions or take action as may be appropriate. The determination of the Board shall be final.

d) Enforcement shall be accomplished by any lawful means, including an action at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain violation or recover damages. In the event a legal action is instituted by the Association to enforce compliance with or due to a breach of any of the provisions of this Declaration, the party found to have violated any provision(s) of this Declaration shall be liable to the prevailing party for the prevailing party's legal costs and expenses, including reasonable attorney's fee. Notwithstanding the foregoing, no liability of any nature at all shall attach to the Association, or any member thereof, in acting in good faith pursuant to the provisions of this Declaration.

If after seventy-two (72) hours of written notice, an Owner fails to remedy a violation or request a hearing (the "Defaulting Lot Owner"), the Association may (in addition to other lawful remedies available to it) cause such violation or condition to be remedied and the cost thereof shall be charged to the Defaulting Lot owner in which event such costs shall be deemed an Individual Assessment to such Defaulting Lot Owner and shall attach as a lien to the Defaulting Lot Owner's Lot, and shall be subject to levy, enforcement and collection by the Association, in accordance with the assessment lien procedure provided for in this Declaration.

Failure to comply with any of the provisions of this Declaration, Bylaws or rules and regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or an combination thereof, which relief may be sought and liberally construed to effectuate its purpose. Any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provisions hereof.

e) Fines. The Board of Trustees shall have the right to levy a reasonable fine, pursuant to a Schedule of Fines as established by a Board of Trustee Resolution, against any Lot or Owner for violations of this Declaration, the Bylaws, and/or rules and regulations. Any fine levied against an Owner shall become the personal obligation of the Owner and shall also become a lien against the Lot. Fines shall be collectable and enforced in the same manner as Assessments.

f) Enforcement by Others. Additionally and after reasonable notice in writing, an Owner not at the time in default hereunder, or the Association shall have the option of bringing an action for damages, specific performance, or injunctive relief against any defaulting Owner, and in addition may sue to have enjoined any violation of this Declaration. Any judgment shall include an award of the legal costs and expenses, including a reasonable attorney's fee, entered against the losing party and in favor of the prevailing party.



33. Certain Provisions Applicable to Developer. Anything to the contrary notwithstanding, for so long as Developer continues to own any of the Lots in the Project, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Developer from any obligations of an Owner to pay Assessments, except as herein otherwise provided.

a) Developer specifically disclaims any intent to have made any warranty or representation in connection with the Project or the Declaration except as specifically set forth herein or in any agreement for sale of a Lot, and no person shall rely upon any warranty or representation not so specifically made therein.

34. Completion Obligation. Developer hereby covenants in favor of each owner that within two (2) years from the date of any contract of sale:

a) Lots. Each Lot which an owner has contracted to purchase, the Building within which a Lot is contained or is to be contained, shall be substantially constructed, and ready for use or occupancy (as the case may be); and

b) Common Area. On the land submitted to the Declaration hereby or by any Supplemental Declaration, all planned amenities, landscaping, green space, sidewalks, parking facilities, roads, streets, fences, outdoor lighting, and utility lines and conduits adjacent to the Lot or Building in which a Lot is located, and necessary for its use shall be substantially completed.

35. Expansion of the Project.

a) Reservation of Option to Expand. Developer hereby reserves the option to expand the Project to include additional phases and Lots 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 Twenty (20) years from the date following the first conveyance of a Lot in the Project to a Lot purchaser after the effective date of this Declaration, unless sooner terminated by Developers recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said Twenty (20) years. Such right may be exercised without first obtaining the consent or vote of Lot owners and shall be limited only as herein specifically provided. Such Lots shall be located on any or all portions of the Additional Property.

b) Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Developer in the office of the County Recorder of Salt Lake County, Utah, no later than Twenty (20) 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 Lots, together with supplemental Map or Maps containing the same information with respect to the new Lots as was required on the Map with respect to the Phase I Lots. 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 Lots 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 Salt Lake County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then owners of Lots 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 lot in the Project as it existed, interest so acquired by the owner of the Lot encumbering the new Common Areas added to the Project as a result of such expansion.

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

e) Right of Developer to Adjust Ownership Interest in Common Areas. Each deed of a Lot shall be deemed to irrevocably reserve to the Developer the power to appoint to Lot Owners, from time to time, the percentages in the Common Areas set forth in supplemental or Amended Declaration. The proportionate interest of each Lot 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 Developer, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with Supplemental or Amended Declarations recorded pursuant hereto and each deed of a Lot in the Project shall be deemed a grant of such power to the Developer. Various provisions of this Declaration and deeds and mortgages of the Lots 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 Twenty (20) years following the first conveyance of a Lot in the Project 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 Lots created must be restricted to single-family residential housing consistent with existing development.

(2) Portions of the Additional Land may be added to the Project at different times without any limitations.

(3) Developer shall have the right without further conveyance or documentation to build roads and access ways to the Additional Land through the easement areas as shown on the Map. The Association of Lot Owners shall not allow anything to be built upon or interfere with said easement 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 Lots will be comparable to the Phase I facilities on a per Lot 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 Lots created on any portion of the Additional Land will be substantially identical to those within the initial Project except that Lots will be constructed of an equal or better quality of materials and construction than the Lots 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 Developer any obligation respecting, or to restrict Developer 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;

©) 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.

36. 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 other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

37. 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 lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each owner or Resident of a Lot shall comply with, and all interests in all Lots 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 Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, and is empowered with the authority to enforce, each and every provision of this Declaration.

38. Enforcement and Right To Recover Attorneys Assessments. The Association, Board, or any Lot owner may take action, at law or in equity, to enforce the terms, covenants, conditions or restrictions of the Project Documents. Should the Association, Board or a Lot Owner be required to take action to enforce the Project Documents, 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 attorney's fee, which may arise or accrue. Failure to enforce any such term, covenant, condition or restriction herein contained, shall in no event constitute or be deemed a waiver of the right to do so thereafter.

39. Mechanics Liens. Mechanics liens shall be filed in the office of the County Recorder as follows:

a) Association/Goods or Services. Mechanics liens for labor, materials or supplies purchased by the Association shall be filed against all Lot Owners in the Project and their appurtenant interest in the Common Area, and shall be indexed in the public records under the name of the Association and Community. If the Association has encumbered the Common Areas and thereafter defaults on its obligations, the lien holder must exercise its rights against the Common Areas before it may proceed against any Lot. Any Owner wishing to release that lien as to his Lot may pay the pro rata share of the total amount of the lien and that shall be sufficient to release the lien against his lot.

b) Lot Owner/Goods or Services. Mechanics liens filed for labor, materials or supplies benefiting a particular Lot shall be filed against that Lot and its appurtenant interest in the Common Area.

c) Constructive Consent. Any person or entity who elects to perform labor or provide materials at this Project agrees to be bound by and subject to the terms of this Section.

40. Agent for Service of Process. The President of the Association shall be the person to receive service of process in the cases authorized by the Act and the office.

41. Developer's Reservation of Easement. Developer hereby reserves an easement and right of way across, over, under and through the Common Areas for purposes of vehicular and pedestrian access to the Additional Land or other real property Developer or its successors or assigns may own or hereafter purchase adjacent to the Project.

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

EXECUTED the day and year first above written.

SPRING HOLLOW ON THE  
JORDAN RIVER PARKWAY  
HOMEOWNERS ASSOCIATION

BY: \_\_\_\_\_  
LINCOLN SHURTZ-PRESIDENT

STATE OF UTAH  
COUNTY OF SALT LAKE

On the \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me Lincoln Shurtz, who by me being duly sworn, did say that he is the PRESIDENT of SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION, a Utah non-profit organization, and that the within and foregoing instrument was signed in behalf of said Association pursuant to its Articles of Organization or a resolution of its Members, and Lincoln Shurtz duly acknowledged to me that said company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

RXLP SPRING HOLLOW AT BATEMAN FARM PH 4  
B FLG      BLK/BLDG      IND FLG      LOT/QUAR

BLK, LOT-QUAR  
PARCEL      NUMBER

OBSOLETE?

L			418	21-23-379-002-0000	NO
L			419	21-23-379-020-0000	NO
L			420	21-23-379-021-0000	NO
L			421	21-23-379-022-0000	NO
L			422	21-23-379-023-0000	NO
L			423	21-23-379-024-0000	NO
L			424	21-23-379-025-0000	NO
L			425	21-23-379-026-0000	NO
L			426	21-23-379-027-0000	NO
L			427	21-23-379-028-0000	NO
L			428	21-23-379-029-0000	NO
L			429	21-23-379-030-0000	NO
L			430	21-23-379-031-0000	NO
L			431	21-23-379-032-0000	NO
L			432	21-23-379-033-0000	NO
L			AREA	21-23-379-001-0000	NO
P			A	21-23-379-001-0000	NO
P			B	21-23-379-001-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RKPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP SPRING HOLLOW AT BATEMAN FARM PH 4  
B FLG      BLK/BLDG      IND FLG      LOT/QUAR

BLK, LOT-QUAR  
PARCEL      NUMBER

OBSOLETE?

L			ST	21-23-379-001-0000	NO
L			401	21-23-379-019-0000	NO
L			402	21-23-379-018-0000	NO
L			403	21-23-379-017-0000	NO
L			404	21-23-379-016-0000	NO
L			405	21-23-379-015-0000	NO
L			406	21-23-379-014-0000	NO
L			407	21-23-379-013-0000	NO
L			408	21-23-379-012-0000	NO
L			409	21-23-379-011-0000	NO
L			410	21-23-379-010-0000	NO
L			411	21-23-379-009-0000	NO
L			412	21-23-379-008-0000	NO
L			413	21-23-379-007-0000	NO
L			414	21-23-379-006-0000	NO
L			415	21-23-379-005-0000	NO
L			416	21-23-379-004-0000	NO
L			417	21-23-379-003-0000	NO
L			418	21-23-379-002-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

**WHEN RECORDED RETURN TO:**

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**AMENDMENT  
TO  
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SPRING HOLLOW ON THE JORDAN RIVER PARKWAY DEVELOPMENT  
DATED October 26, 2007  
SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION**

This Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Spring Hollow on the Jordan River Parkway Development Dated October 26, 2007 is executed by the Spring Hollow on the Jordan River Parkway Homeowners Association, of P. O. Box 1241, Riverton, Utah 84065 (the "Association").

**RECITALS**

A. The Amended Declaration of Covenants, Conditions and Restrictions for Spring Hollow on the Jordan River Parkway Development Dated October 26, 2007 was recorded in the office of the County Recorder of Salt Lake County, Utah on November 20, 2007 as Entry No. 10280703 in Book 9539 at Pages 4504-4557A of the official records (the "Declaration").

B. The Association is the managing agent of all of the owners of the real property located in Salt Lake County, Utah subject to the Declaration, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The owners desire to make certain changes to the Declaration.

D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owners thereof, the Association hereby executes this Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Spring Hollow on the Jordan River Parkway Development Dated October 26, 2007.



1. Article III, Section 5(f)(8) of the Declaration is hereby modified to read as follows:

(8) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting of graffiti, within the Project is prohibited; provided, however, lawful holiday fireworks -- limited to ground displays only -- are permitted and subject to the fireworks rules and regulations adopted by the City of West Jordan as they may be supplemented and amended from time to time (the "West Jordan Fireworks Rules"). In the event of a conflict between the West Jordan Fireworks Rules and the governing documents regarding fireworks, the former shall in all respects govern and control. The term firearms includes, but is not limited to, all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, paint guns, sling shots, writs-rockets, blow dart guns, and other firearms of all types regardless of size.

2. Article III, Section 5(f)(10) of the Declaration is hereby modified to read as follows:

(10) Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, change or alteration therein be made, nor shall any such structure be painted other than its original color until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing, including but not limited to as the harmony of external design, size and location in relation to surrounding structures and topography, by the Board or by an Architectural Committee comprised of three (3) or more representatives as may be appointed by the Board (the "Homeowners Improvement Permit"). This is the procedure to obtain a Homeowners Improvement Permit. It is a staged process.

(a) The owner shall personally deliver the proposed plans and specifications to one (1) of the Members of the Architectural Committee or if such Committee is not then in existence to the President, Treasurer or Secretary of the Association.

(b) The Architectural Committee or Board shall have ten (10) days to review the proposed general concept for change.

(c) Prior to the expiration of the review period the Architectural Committee or Board shall notify the owner in writing if the proposal has been approved or rejected. In the event written notice is not provided prior to the expiration of the review period the proposal shall be considered rejected.

(d) If the general concept for change is approved, then the owner shall personally deliver to the Architectural Committee or Board a detailed description together with all other support documentation required by the Architectural Committee or Board for the proposed change.

(e) The Architectural Committee or Board shall have an additional ten (10) days to review the proposed detailed description, plans and specifications for change.

(f) Prior to the expiration of the second review period the Architectural Committee or Board shall notify the owner in writing if the specific proposal has been approved or rejected. In the event written notice is not provided prior to the expiration of the review period the specific proposal shall be considered rejected.

(g) A written Homeowners Improvement permit will be issued following approval of the specific proposed change.

(h) No work may commence prior to the issuance of a Homeowners Improvement permit.

(i) All unapproved and non-conforming improvements must be removed if required by the Architectural Committee or Board at the owner's sole expense.

(j) All approved projects must be undertaken and completed within six (6) months of the date of the express approval of the specific proposed change.

3. Article III, Section 5(f)(14)(c) of the Declaration is hereby modified to read as follows:

(14) Storage and Parking of Vehicles. The driving, parking, standing and storage of motor vehicles in, on or about the project shall be subject to the following:

c. Homeowners are required to park their automobiles in their garage or behind their home or on their driveway as per section h. below. Guests may not park on the street for more than a 24-hour period without prior written approval of the Board. No commercial vehicles, non-operative vehicles, shipping/storage containers, or improperly licensed, camper, trailer, house trailer,

jet ski, snow mobile, boat or any other vehicle used for recreation purposes may be parked on the street without written consent of the Board.

4. Article III, Section 5 of the Declaration is hereby amended to add the following new subsection:

(24) Storm/Screen Doors. Installation of storm/screen door needs a Homeowners Improvement permit unless the storm/screen door conforms to those installed in the Project with respect to color, style and quality. In the event of any dispute, the decision of the Architectural Committee or Board shall in all instances be conclusive, final and binding.

5. Article III, Section 6 of the Declaration is hereby modified to read as follows:

(6) Rental Restrictions and Leases. There are only thirty-two (32) homes in the project. In order to protect the equity of the individual property owners, and carry out the purpose for which the project was formed by preserving its character as a homogeneous residential community of predominantly owner-occupied homes and by preventing the project from assuming the character of an apartment or renter-occupied complex, comply with the eligibility, requirements for financing in the primary and secondary mortgage markets insofar as such criteria provide that a project be substantially owner-occupied, and satisfy the requirements of Utah Code Ann., Section 57-8a-209 (2009) as it may be amended or supplemented from time to time, the rental or leasing of homes is prohibited, except for grandfathered homes or in the case of undue hardship as provided below.

(a) Any Owner who intends to lease or rent his home (or allows it to be occupied by a natural person while no owner occupies the home as the owner's primary residence) shall submit a written application to the Board requesting permission to do so.

(b) No home may be leased or rented (or occupied by a natural person while no owner occupies the home owner's primary residence) without the prior express written consent of the Board.

(c) The term "owner-occupied" shall mean a home is occupied by one of the following as his or her primary residence:

(i) The reputed owner of record as shown in the official records of the County Recorder of Salt Lake County, Utah; or

(ii) The spouse, parent, child or sibling of the reputed owner; or

(iii) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner, such as a corporation, limited liability company, or trust (provided, such person holds a beneficial and majority interest in such legal entity and/or his spouse, parents, child or sibling.

(d) Anything to the contrary notwithstanding however, the Association shall exempt from the foregoing rental restrictions a home or owner in the project, provided such an exemption will not disqualify the project or a home from obtaining financing:

(i) An owner in the military for the period of the lot owner's deployment;

(ii) A home occupied by an owner's spouse, parent, child or sibling;

(iii) An owner whose employer has relocated the owner for no less than two years;

(iv) A home owned by a corporation, limited liability company, trust or other legal entity created for estate planning purposes if the trust or other estate planning entity was created for (1) the estate of a current resident of the home; or (2) the spouse, parent, child, or sibling of the current resident of the home;

(v) The owner dies and the home is being administered by his or her estate;

(vi) Homes owned by lenders after foreclosure;

(e) When the ownership of grandfathered home changes the new owner must occupy the home; provided, however, when the pending sale of a home if prolonged may compel home seller to seek rental income, then a rental grace period of up to one (1) year may be approved by the Board in such cases. Extensions shall require the express written consent of the Board for addition rental periods.

(f) Anything to the contrary notwithstanding however, an owner who has a home in the project which is leased or rented before the time this rental restriction becomes effective, the date on which this document is recorded in the Office of the County Recorder of Salt Lake County, Utah, may continue renting or leasing the home until:

(i) The owner occupies the home; or

(ii) An officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of the corporation, limited liability company, trust, or other legal entity that holds an ownership interest in the home, occupies the home; or

(iii) The home is sold or title is otherwise transferred or conveyed.

(g) The Association shall create, by rule or resolution, procedures to:

(i) Process the application for leave to rent or lease a home;

(ii) Approve or deny the application;

(iii) Determine and track the number of rentals and leases of homes in the project; and

(iv) Ensure consistent administration and enforcement of the rental restrictions.

(h) Each owner renting or leasing his or her home shall submit to the Board a copy of the signed Lease or Rental Agreement, with the tenant's contact information, within ten (10) days after it has been signed by all parties.

(i) Each and every agreement for the leasing or rental (or occupancy by a natural person while no owner occupies the home as his or her primary residence) ("collectively "Rental Agreement") shall be in writing.

(i) By virtue of taking possession of a home, each renter agrees to be subject to and abide by the governing documents and a violation thereof shall be considered a material violation and default under the Rental or Lease Agreement;

(j) No Owner shall be permitted to lease or rent his or her home for transient, vacation, hotel, seasonal or other short-term purposes;

(k) Daily and weekly rentals are prohibited;

(l) The initial term of any Rental or Lease Agreement shall be at least one (1) year;

(m) No owner may lease or rent individual rooms to separate persons or less than his or her entire home without the express prior written consent of the Board;

(n) Within ten (10) days after delivery of written notice from the Association notifying the owner of the creation or existence of a nuisance or material violation of the governing documents, the owner shall at the request of the Association serve the occupants of the home with a nuisance notice for eviction or notice to perform conditions or vacate in accordance with the Utah Forced Entry and Detainer Act and, if necessary, proceed with an unlawful detainer action in the Third District Court.

(j) Other than as stated in this Section, there is no restriction on the right of any owner to lease, rent or otherwise grant occupancy rights to his or her home.

6. The introductory paragraph to Article III, Section 10 is hereby amended to read as follows:

10. Board of Trustees. The Association shall be managed by a Board of Trustees, which shall be comprised of at least three (3) and no more than five (5) Lot Owners. Members of the Board shall be elected by the Owners. Members shall be elected to serve a two (2) year term. The Board shall elect a President, Secretary and Treasurer.

7. Article III, Section 15(a) of the Declaration is hereby amended to read as follows:

(15) Owners Meetings. The Association Members shall meet as follows:

(a) Annual Meeting. The annual meeting of the owners shall be held at a time and place determined by the Board. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at the location specified in the notice of meeting. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at his last known address. The notice shall state the location, date, time, place, and general purpose of the meeting.

8. Article III, Section 20 of the Declaration is hereby amended to add the following new subsection:

(o) All owners purchasing their homes after the effective date of this document, the date it is recorded in the office of the Salt Lake County Recorder are required to either pre-pay or join the Auto Bill Pay Program.

8. Article III, Section 32(e) is hereby amended to read as follows:

(e) Fines. The Board of Trustees shall have the right to charge fines or issue other sanctions against any Lot or Owner for violations of the governing documents. Any fine levied against an Owner shall become the personal obligation of the Owner which may be secured by a lien against his or her property. Fines shall be collectible and enforced in the same manner as assessments. The Board shall by rule adopt a Fine Schedule.

(f) Enforcement by Others. The Association or an aggrieved owner shall have the option of bringing an action for damages, specific performance, or injunctive relief against any person in default hereunder.

9. Article III, Section 38 is hereby amended to read as follows:

38. Enforcement and Right to Recover Attorneys Fees. The Association, Board, or any aggrieved owner may take action, at law or in equity, to enforce the Project Documents. The prevailing party shall be entitled to recover a reasonable attorney's fee and costs incurred regardless of whether a lawsuit is filed. Failure to enforce any term, covenant, condition, or restriction of the Project Documents shall in no event constitute or be deemed a waiver of the right to do so thereafter.

10. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

11. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 9 day of Sept July, 2014.

SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION

By:   
Name:

Title: President

ACKNOWLEDGMENT

STATE OF UTAH )  
 )ss:  
COUNTY OF SALT LAKE )

On the 1<sup>st</sup> day of ~~July~~ <sup>Sept.</sup> 2014, personally appeared before me Doug Heister, who by me being duly sworn, did say that s/he is the President of the SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of its Declaration of Condominium, Articles of Incorporation, and a Resolution of its Board of Trustees, and said Doug Heister duly acknowledged to me that said Association executed the same.

Richard M. Benton  
NOTARY PUBLIC





**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

RKLP SPRING HOLLOW AT BATEMAN FARM PH 4  
B FLG BLK/BLDG IND FLG LOT/QUAR

BLK, LOT-QUAR  
PARCEL NUMBER

OBSOLETE?

L		ST	21-23-379-001-0000	NO
L		401	21-23-379-019-0000	NO
L		402	21-23-379-018-0000	NO
L		403	21-23-379-017-0000	NO
L		404	21-23-379-016-0000	NO
L		405	21-23-379-015-0000	NO
L		406	21-23-379-014-0000	NO
L		407	21-23-379-013-0000	NO
L		408	21-23-379-012-0000	NO
L		409	21-23-379-011-0000	NO
L		410	21-23-379-010-0000	NO
L		411	21-23-379-009-0000	NO
L		412	21-23-379-008-0000	NO
L		413	21-23-379-007-0000	NO
L		414	21-23-379-006-0000	NO
L		415	21-23-379-005-0000	NO
L		416	21-23-379-004-0000	NO
L		417	21-23-379-003-0000	NO
L		418	21-23-379-002-0000	NO

PF1=VTDI PF5=RKPF PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO EXEN PF10=LAST RECORDS

RXLSP SPRING HOLLOW AT BATEMAN FARM PH 4  
B FLG BLK/BLDG IND PLG LOT/QUAR

BLK, LOT-QUAR  
PARCEL NUMBER

OBSOLETE?

L			418	21-23-379-002-0000	NO
L			419	21-23-379-020-0000	NO
L			420	21-23-379-021-0000	NO
L			421	21-23-379-022-0000	NO
L			422	21-23-379-023-0000	NO
L			423	21-23-379-024-0000	NO
L			424	21-23-379-025-0000	NO
L			425	21-23-379-026-0000	NO
L			426	21-23-379-027-0000	NO
L			427	21-23-379-028-0000	NO
L			428	21-23-379-029-0000	NO
L			429	21-23-379-030-0000	NO
L			430	21-23-379-031-0000	NO
L			431	21-23-379-032-0000	NO
L			432	21-23-379-033-0000	NO
L		AREA		21-23-379-001-0000	NO
P		A		21-23-379-001-0000	NO
P		B		21-23-379-001-0000	NO

PF1=VTDI PFS=RKXP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RKXP  
PF4=RETURN TO EKRN PF10=LAST RECORDS