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Leann H. Kilts, WEBER COUNTY RECORDER
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REC FOR: SMITH KNOWLES PC
ELECTRONICALLY RECORDED

After Recording Return to:
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2225 Washington Boulevard, Suite 200
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**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**
For White Barn Country Club PRUD, A Planned Residential Unit Development
In Weber County, Utah

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITE BARN COUNTRY CLUB PRUD, A PLANNED UNIT DEVELOPMENT (this "Declaration") is hereby adopted by White Barn Country Club PRUD Owners Association ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Weber County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property described as follows:

WHITE BARN COUNTRY CLUB PRUD SUBDIVISION, PHASE 1, LOTS 1 TO 22; WHITE BARN COUNTRY CLUB PRUD SUBDIVISION, PHASE 2, LOTS 23-50; AND WHITE BARN COUNTRY CLUB PRUD SUBDIVISION, PHASE III, LOTS 51-78

(B) On or about December 5, 1973, Covenants, Conditions and Restrictions of White Barn Golf Course, Inc. for and on behalf of White Barn Country Club Condominium Owners Association was recorded in the Weber County Recorder's Office, in Book 1041 Page 184. Also on or about December 5, 1973, that certain Declaration of Covenants, Conditions and Restrictions of Privately Held Lands of White Barn Golf Course, Inc., recorded in the official records of the Weber County Recorder's Office on December 5, 1973, as Entry No. 605835 (hereinafter collectively referred to as the "Enabling Declaration").

(C) Plat Maps depicting White Barn Country Club PRUD Subdivision, Phases 1, 2 and 3 are attached hereto as **Exhibit A** (collectively "Plats").

(D) Various documents have been recorded since the Enabling Declaration was recorded on December 5, 1973, including the following:

i. On October 31, 1974, an Agreement to Correct Description Errors in Recorded Documents recorded in the official records of the Weber County Recorder's Office on November 5, 1974, as Entry No. 626308.

ii. That certain Articles of Amended of White Barn Country Club Condominium Owners Association, a Planned Residential Unit Development, recorded in the official records of the Weber County Recorder's Office on July 10, 1975, as Entry No. 641617 (hereinafter referred to as the "First Amended Declaration"),

iii. That certain Amendment to Declaration of Covenants of White Barn Country Club, PRUD, a Planned Residential Unit Development, recorded in the official records of the Weber County Recorder's Office on February 9, 1982, as Entry No. 851780 (hereinafter referred to as the "Second Amended Declaration").

iv. That certain Declaration of Covenants, Conditions and Restrictions of White Barn Associates, Inc., for and on Behalf of White Barn Country Club PRUD Phase IV Homeowners recorded in the official records of the Weber County Recorder's Office on June 15, 1988 as Entry No. 1049348 (hereinafter referred to as the "Phase IV Amendment").

(E) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(F) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Project. Common Areas are those areas that are depicted as Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. Plat Maps for the Property are attached hereto as **Exhibit A**.

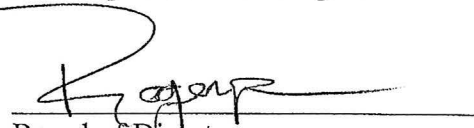
(G) The Association and its Members desires that the Board amend the Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation with the State of Utah.

(H) The Association is governed by the terms of this Declaration, the Amended & Restated Articles of Incorporation for White Barn Country Club PRUD Owners Association and the Amended & Restated Bylaws for White Barn Country Club PRUD Owners Association, which Bylaws are attached hereto as **Exhibit B** and shall be recorded in the Weber County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto as **Exhibit B**. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(I) As certified below, and as demonstrated by the signatures of the Owners attached hereto as **Exhibit C**, owners of record holding not less than sixty-seven percent (67%) of the total voting power of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and the filing of the Articles.

Cynthia Jensen and Chase Rogers, of the Board, hereby certify and swear that the above-described approvals were obtained approving and consenting to the recording of the Declaration and Bylaws and filing of the Articles.


Board of Directors


Board of Directors

(J) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*

(K) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Unit located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

(L) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(C) “Architectural Review Board” or “ARB” shall mean the Architectural Review Board created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(D) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(E) “Articles” shall mean the Articles of Incorporation for the Association, as amended from time to time.

(F) “Association” shall mean WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION, and as the context requires, the officers or directors of that Association.

(G) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION

(H) “Bylaws” shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit B**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(I) “City” shall mean Pleasant View, Utah and its appropriate departments, officials and committees.

(J) “County” shall mean Weber County, Utah and its appropriate departments, officials and committees.

(K) “Common Area(s)” shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended

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ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto. The Common Areas specifically include any private roads, gates, sidewalks, curbing, infrastructure etc. that are owned by the Association. The Association shall maintain the Common Area(s).

(L) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(M) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for WHITE BARN COUNTRY CLUB PRUD, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(N) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single family residence, whether attached or detached from other residences, together with all improvements located on the same Unit and used in conjunction with such residence

(O) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(P) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Units, dwellings, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(Q) "Occupant" shall mean a person or persons, other than an Owner in possession of, using, entering into, or living in a Unit or Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).

(R) "Manager" or "Managing Agent" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(S) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the Weber County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Unit and an Owner shall be deemed a "Member" of the Association.

(T) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(U) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION in the Weber County Recorder's Office, as it may be amended from time to time.

(V) "Project" shall mean all phases of WHITE BARN COUNTRY CLUB PRUD, a Planned Unit Development and all Units, Common Areas, and other property within the Project, as shown on the Plat(s) and any future Plat(s) covering the Property.

(W) "Property" shall have the meaning set forth in the recitals.

(X) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(Y) "Unit" shall mean any individual residential townhome or Dwelling or numbered unit shown on any official and recorded Plat(s) of all or a portion of the Project. The Project contains Improvements that share a Party Wall. Unit may also refer to each individually, owned Dwelling regardless of whether it shares a wall with another Unit. Each Unit is identified on the Plat by a distinct Unit number that identifies the Unit. That number may or may not be consistent with the mailing address of the Unit.

ARTICLE II EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be

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appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Unit. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

- (a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;
- (b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee; and
- (c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service.

2.3 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, togetherwith the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and

exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.4 Easements for Encroachments. If any part of the Common Area now existing upon any Unit or hereinafter constructed by Association encroaches upon a Unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area improvement on any Unit shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Unit or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.5 Easement in Favor of Association. The Units and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For exterior inspection during reasonable hours of the Units and Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Area;
- (c) For correction of emergency conditions on one or more Units or on portions of the Common Area;
- (d) For the purpose of enabling the Association, the Architectural Review Board or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;
- (e) For inspection during reasonable hours of the Units, Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III COMMON AREAS

3.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.2 The Common Areas consist of areas designated as Common Areas on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights or way and utilities, as shown on the recorded Plat(s). The Common Areas specifically include any private roads, gates, sidewalks, curbing, sewer system, infrastructure etc. that are owned by the Association.

3.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Project shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration. The Association shall maintain the Common Areas.

3.4 Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

ARTICLE IV PARTY WALLS

4.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Dwelling/Unit within the Project and placed on the dividing line between two Dwellings/Units shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of the Act, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

4.2 Repair and Maintenance. Each Dwelling/Unit that shares one or more Party Wall(s), will also share elements of a common roof, a common exterior wall, or other common exterior elements with adjacent Dwelling(s)/Unit(s). The Owners acknowledge that certain repairs or maintenance to Dwellings/Units with a Party Wall(s) may become necessary, which repairs or maintenance cannot necessarily be performed on one Dwelling/Unit only, but may involve the other attached Dwellings/Units.

4.3 Notwithstanding any other provision of this Articles, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

ARTICLE V

MAINTENANCE OF COMMON AREAS AND UNITS

5.1 Maintenance of Common Areas. Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate.

5.2 Maintenance of Unit Exteriors. In addition to maintenance of the Common Areas, the Association shall provide maintenance of the exterior walls of each Unit. Repair and maintenance will be limited to ordinary wear and tear and will not include correction or replacement necessitated by structural error or omission or substandard materials or workmanship furnished by or to performed by or in behalf of any builder. Such maintenance shall not include glass surfaces, windows, and doors. The Association shall also maintain, repair and replace the privacy wall separating the patio area between Units, consistent with the privacy walls' original construction.

5.3 Snow Removal. The Association shall make reasonable and prudent efforts to remove snow from sidewalks, driveways and other relevant Common Areas within the Project. Owners shall be responsible for removing snow from entryways, porches, and patio areas appurtenant to their Unit(s).

5.4 Maintenance of Roofs. Maintenance, repairs and replacement for roofs, gutters and awnings shall be the responsibility of the Owner(s) and must receive prior, written approval from the ARB prior to commencement. Notwithstanding, the Association shall provide for clean-out of the gutters on a bi-annual basis. However, the Association shall not be responsible for any necessary repair or replacement of the gutters.

5.5 Maintenance of Concrete Flat Work. Owners shall be responsible for the maintenance, repair and replacement of all concrete flat work including but not limited to driveways, porches, patios and sidewalks. Any additional concrete work beyond the existing concrete requires prior, written approval by the ARB.

5.6 Owners' Responsibility for Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace all other elements of the Owner's Unit not specifically maintained by the Association, including any planting areas that are adjacent to the Units. If, in the reasonable judgment of the Association, an Owner fails to maintain the Owner's Unit, or the exterior of any improvements constituting a part thereof in good order and repair, and such failure remains uncured for more than thirty days, or reasonable time frame as established by the Board, after the Association's delivery of written notice thereof to such Owner, the Association may enter upon such Unit and perform such maintenance or repair as the Association deems necessary or advisable and charge all costs and expenses incurred by the Association in connection therewith to the Owner.

ARTICLE VI
MEMBERSHIP

6.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

ARTICLE VII
VOTING

7.1 Only an Owner that is current on all assessments and/or other fees shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Unit in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Unit. But if more than one of such Person(s) is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Unit may not be divided between Owners of such Unit or with respect to matters before the Association, and all such votes appurtenant to any one Unit shall be voted in one block. If the vote of a majority of the owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit.

ARTICLE VIII
HOMEOWNER ASSOCIATION

8.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Units within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Unit, and is transferable only in conjunction with the transfer of the title to the Unit. The Association shall serve as the organizational body for all Owners.

8.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Unit; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owner's right to receive utility service paid as a common expense (with the exception of water, sewer, power and natural gas); (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) to personally enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation, including reasonable attorney fees, against the Owner(s) or Unit(s) in question.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action;

otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

8.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Unit as necessary to carry out its functions. Assessments shall be levied against all Units in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment fails due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of (67%) of Members.

(c) In addition, the Association may levy special assessment (a) on any Unit, the Owner, occupant or visitor(s) of which, shall cause any damage to the Common Areas necessitating repairs, and (b) on every Unit as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Unit(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

(d) The Association may levy a reserve fund assessment, as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

8.4 Budget. The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting and shall be approved by a majority of Owners present in person or proxy, a quorum being present. If a budget is not approved, the budget shall return to the last approved budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

8.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

8.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget.

8.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Unit occurs in an amount determined by the Board, but no more than a maximum fee of \$450.00, to be deposited or transferred in the reserve account.

8.8 Fines. The Association shall have the power to assess a fine against an Owner (or their Unit) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act.

8.9 Hearing Process. The Board will create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the requirements of the Act.

8.10 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing

Documents.

8.11 Statement of Account. Any Owner may request that the Association provide a statement of his account to any lender or prospective buyer in relation to the transfer, refinance or sale of a Unit. The Association may charge a fee, not to exceed \$50.00, for providing such statements.

8.12 Availability of Documents. The Board may adopt a record retention or other document management policy in accordance with the requirements of the Utah Revised Non-Profit Corporation Act.

8.13 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

8.14 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

8.15 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

8.16 Bookkeeper. The Association may retain the services of a bookkeeper or accountant to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VIX

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

9.1 Delinquent Assessment. Any assessment not timely paid, including the monthly HOA assessment (dues) shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

9.2 Due Date, Charges & Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 5th of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50 for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other

reasonable charges imposed by a Manager related to collections.

9.3 Lien. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

9.4 Foreclosure. The Association shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Unit not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

9.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Unit(s), and/or other obligees jointly and severally.

9.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit, the amount of any assessment that is more than sixty (60) days past due.

9.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

9.8 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Unit and all Improvements to the Unit for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE X
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

10.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a prior, recorded institutional first or second mortgage shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the mortgagee holding an institutional first or second mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the assessments by the Association chargeable to such Unit that became due prior to the acquisition of title to such Unit by such acquirer. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE XI
USE LIMITATIONS & RESTRICTIONS

11.1 Single Family. All Units shall be used only for single-family residential purposes. A single family shall mean one household of persons related to each other by blood, adoption or marriage, or a group of not more than two unrelated persons per bedroom in the Unit.

11.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Unit may be occupied in a manner that is in violation of any statute, law or ordinance.

11.3 Licensed Contractor. Unless the Architectural Review Board gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Unit except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

11.4 No Business or Commercial Uses. No portion of the Project may be used for any

commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Unit for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

11.5 Restriction on Signs. No signs will be permitted on any Unit or within the Project, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Improvement while it is under construction. Signs indicating the Unit is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. Additional or further restrictions may be defined in Rules.

11.6 Drainage. No Owner shall alter the direction of natural drainage from his Unit, nor shall any Owner permit accelerated storm run-off to leave his Unit without first using reasonable means to dissipate the flow energy.

11.7 No Transient Lodging Uses. The Units are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No Dwelling on a Unit shall be subjected to time interval ownership.

11.8 No Re-Subdivision. No Unit may be re-subdivided.

11.9 Combination of Units. No Unit may be combined with another Unit without the consent of the Architectural Review Board.

11.10 Maintenance of Property. All Units, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Unit or the Improvements on it to fall into a state of disrepair.

11.11 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Unit of the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Units. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

11.12 No Hazardous Activity. No activity may be conducted on any Unit that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation,

the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, fireworks, and the discharge of firearms, cross bows, paint guns, and any other weapons within the Project.

11.13 No Unsightliness. No unsightliness is permitted on any Unit. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

11.14 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Units, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules of the Board.

11.15 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Unit on which it is installed. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

11.16 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Unit which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Units, including noise from vehicles, except for security or fire alarms.

11.17 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit, except that dogs, cats or other household pets (maximum of two) may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the Dwelling of the Owner, or within confines on the premises of the Owner. Pet owners shall promptly remove and dispose of all excrement emitted by their pets. Animals that cause a nuisance by barking, biting, attacking, or other offensive activity shall not be permitted.

11.18 Landscaping. Vegetation within any Unit's flower beds shall be planted and maintained in good condition by the Owner. Prior written permission must be obtained by the ARB to materially modify exterior landscaping on any Unit.

11.19 Fencing. No permanent fences shall be allowed. Decorative features and screening devices may be approved by the ARB in its sole discretion.

11.20 Vehicles & Parking. No vehicles are to be parked or stored on the front or side streets, lanes or driveways of the Units unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances. The Association reserves the right to adopt Rules relating to the parking of vehicles within the Project including, without limitation: (1) the right to immediately remove or cause to be removed any vehicles that are improperly parked, (2) restrictions on the time period and duration that any guest or visitor parking may be utilized; (3) restrictions or bans on vehicles without Department of Transportation compliant mufflers and exhaust systems, and (4) the assessment of fines to Owners and occupants who violate such Rules. Any parking must comply with the City requirement for a roadway clearance to all for the passage of emergency vehicles and equipment.).

11.21 Exterior Antennas and Satellite Dishes. An Owner is first required to utilize existing cables, satellite dishes, antennas and related structures before installing any new hardware to the exterior of the Dwelling or Unit. Prior, written approval from the ARB as to the location of any new satellite dishes, antennas, cables and related hardware is required.

ARTICLE XII
RENTAL/LEASE RESTRICTIONS

12.1 Declaration and Rules Governing Non-Owner Occupied Dwellings. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Dwelling shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

12.2 Definitions. For the purpose of this section:

(a) “Non-Owner Occupied Dwelling” means:

(1) A Unit or Dwelling that is occupied by someone while no Owner occupies the Dwelling as the Owner’s primary residence; or

(2) For a Dwelling owned entirely by one or more entities or trusts and the Dwelling is occupied by anyone.

(b) “Family Members” means:

(1) The parent, sibling, or child of an Owner and that person’s spouse and/or children, or

(2) In case of a Dwelling owned by a trust or other entity created for estate planning purposes, a person occupying the Dwelling if the trust or other estate planning entity that owns the Dwelling was created for the estate of (i) a current occupant of the Dwelling; or (ii) the parent, child, or sibling of the current occupant of the Dwelling.

12.3 Restriction on Leasing and Non-Owner Occupancy. Except as provided in sections
12.4 below:

(a) Not more than a total of 13 Units may be leased or Non-Owner Occupied at any one time; and

(b) Dwellings purchased after the recording date of this Declaration must be Owner Occupied for at least one year from the date of purchase.

12.4 Non-Owner Occupied Dwellings. The following Dwellings may be Non-Owner Occupied Dwellings:

(a) A Dwelling by a person in the military for the period of the Owner's deployment;

(b) A Dwelling occupied by a Family Member;

(c) A Dwelling whose Owner was relocated by the Owner's employer for a period of not less than two years;

(d) A Dwelling owned by an Owner who uses the Dwelling as a primary residence and due to health reasons will be living in an assisted living, rehabilitation, or other long-term healthcare facility for one year or more;

(e) A Dwelling whose Owner (i) moves due to temporary (less than three years) humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Dwelling when the service has concluded;

(f) Any Dwelling that is Non-Owner Occupied on the date this Declaration is recorded. These Dwellings may continue to be Non-Owner Occupied under this exception until the Owner, trustee or person holding a position of ownership or control occupies the Dwelling, or ownership of the Dwelling, as evidenced by the records at the county recorder, changes in any way. Upon this occurrence, the Dwelling's qualification for this exception irrevocably terminates.

12.5 Rules. The Board of Directors shall adopt Rules requiring:

- (a) Reporting and procedural requirements related to Non-Owner Occupied Dwellings and the occupants of those Dwellings, including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc.; and
- (b) Other reasonable administrative provisions consistent with the Act, and as it deems appropriate to enforce, the requirements of this Declaration.

12.6 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Dwellings must comply with the following provisions:

- (a) Any Lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least six (6) months, and shall provide as a term of the agreement that the Occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Occupant;
- (b) A copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association prior to occupancy of a Non-Owner Unit;
- (c) Daily and weekly occupation by Non-Owner Occupants is prohibited (whether pay or not); and
- (d) **The Owner(s) of a Dwelling shall be responsible for the Occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board of Directors, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board of Directors, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in**

accepting the deed to a Unit (and/or approval of the recording of this Declaration) expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending Non-Owner Occupant.

12.7 Landlord Requirements.

(a) Occupant Screening. Landlord shall perform all of the following screening requirements for all tenants prior to move-in.

- Criminal Background Check. Landlord shall obtain a criminal history for each tenant and each occupant of the premises who is 18 years or older, including information from the Utah Sex Offender Registry, to verify whether the tenant or occupants over 18 years of age are registered sex offenders. Landlord shall keep all criminal histories on file for the full term of the lease.
- Driver's License or State Identification. Landlord shall require every prospective tenant to provide a Driver's License or State Identification card, which Landlord shall copy and keep on file for the full term of the lease.
- Income/Employment Verification. Landlord shall obtain income/employment verification from every prospective tenant.
- Credit Report. Obtain a credit report from valid provider.
- Rental References. Landlord shall contact the landlords provided in the Rental Application.
- Application. Landlord shall require each prospective tenant to complete a Rental Application, which shall include the tenant's social security number and date of birth. Landlord shall keep the Application on file for the full term of the lease. The rental application shall require of each applicant:
 - (1) Full name, including middle initial.
 - (2) Date of birth.
 - (3) Driver's license number or state identification card number.
 - (4) Social security number.
 - (5) Names, dates of birth, and relationship to tenant of all people who will occupy the premises.
 - (6) Name, address and phone number of two (2) previous landlords.
 - (7) Income and employment history for the past two (2) years.
 - (8) Asks the applicant whether he or she has even been convicted of an offense involving the sale or manufacturing of illegal drugs.

(9) The landlord requires a complete application as described above on all adults occupying the premises.

(10) The application provides that any false information provided on the application will be grounds for denial or eviction.

(b) Tenant Selection. Landlord shall consider the following criteria, at a minimum, for tenant selection and will refuse to rent to any prospective tenant(s) or other occupants found to:

- False Information. Provides false information to the Landlord on the Application or otherwise.
- Convictions. Have been convicted of multiple (more than one) drug or alcohol related crimes in the past four years. (Landlord may deny rental at their discretion for a single conviction); any crime related property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past four years.
- Sex Offender Registry. Appear on the sex offender registry and it is within four years of the date of conviction. Landlords leasing to a sex offender(s) whose conviction is over 4 years old must comply with UCA 77-27-21.7 related to "Protected Areas."
- Controlled Substance. Have been convicted of distribution of a controlled substance within the past four years.
- Probation and / or Parole. Are on court or Board of Pardons-ordered probation or parole for one of the disqualifying offenses listed above.

(c) Lease Agreement. The Landlord shall execute a valid, written Lease Agreement with each tenant. Landlord Lease Agreement should include language allowing landlord and the Association with the ability to evict a tenant if they violate the terms and conditions of the Governing Documents. Landlord shall provide a copy of the Lease Agreement to the Board prior to the tenant occupying the Premises. The landlord shall also provide the Board with an attestation or written verification that Landlord has complied with this Article in screening his/her tenants.

(d) Objective. The objective of the Program is to keep properties free of criminal activity and reduce the disproportionate amount of police and fire services that are provided to rental dwellings.

ARTICLE XIII
ARCHITECTURAL REVIEW BOARD

13.1 Architectural Review Board (“ARB”). An Architectural Review Board may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ARB is appointed, the Board will assume the duties and responsibilities of the ARB.

13.2 Approval by Board or ARB Required. No exterior Improvement of any kind will be constructed or commenced on any Unit(s) without the prior, written approval of the ARB. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. A written rendering of the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; (4) proposal to mitigate any nuisance to other Owner(s) and (5) any other information required by the Board or the ARB.

(b) Review. Within 30 days from receipt of the submitted plans, the ARB will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board or ARB may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the ARB fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural harmony with the other Improvements in the Project.

13.3 Variances. The ARB cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

13.4 Board and ARB Not Liable. The Board, ARB and its members shall not be liable to the applicant for any damages, or to the Owners of any Units within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ARB as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ARB has acted improperly.

13.5 Limitations on Review. The ARB's review is limited to those matters expressly granted in this Declaration. The ARB shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARB prior to construction.

ARTICLE XIV INSURANCE

14.1 Insurance Requirement. The Association shall obtain and maintain insurance as required in this Declaration and as required by applicable law. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

14.2 Property Insurance.

(a) Hazard Insurance. The Association shall maintain a policy of property insurance covering the entire Project, including all buildings, Units, Improvements, fixtures, equipment and Common Areas. The policy shall be in an amount not less than 100% of current replacement cost of all covered property. The deductible for the Association's policy may not be in excess of \$10,000.00.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- (i) The Association's policy provides primary insurance coverage; and
- (ii) The Owner is responsible for the Association's policy deductible; and
- (iii) The Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

As used in this Article:

- (1) “Covered Loss” means a loss, resulting from a single event or occurrence that is covered by the Association’s property insurance policy.
- (2) “Dwelling Damage” means damage to any combination of a Dwelling.
- (3) “Dwelling Damage Percentage” means the percentage of total damage resulting in covered loss that is attributable to Dwelling Damage.

(a) An Owner who owns a Dwelling has suffered Dwelling Damage as part of a Covered Loss is responsible for an amount calculated by applying the Dwelling Damage Percentage for that Dwelling to the amount of the deductible under the Association’s property insurance policy.

(b) If an Owner does not pay the amount required under this Article within 30 days after substantial completion of the repairs to, as applicable, the Dwelling, the Association may levy an assessment against the Owner for that amount.

(c) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account an amount equal to the Association’s property insurance policy deductible or \$10,000, whichever is less. If the amount held in this account is used to pay any deductible, it shall be replenished within (12) months.

(d) Association’s Right to Not Tender Claims that are Under the Deductible. The Board may, through exercising its business judgment, determine that a claim is likely not to exceed the deductible and decide not to tender the claim.

(e) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner’s obligation) for the Association’s policy deductible and of any change in the amount of the deductible.

14.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

14.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, committee members, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). If obtained, the policy shall:

- a) Include coverage for volunteers and employees;
- b) Include coverage for monetary and non-monetary claims;
- c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

14.5 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

14.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

14.7 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

ARTICLE XV
DAMAGE & DESTRUCTION

15.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

15.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

15.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XVI
DISBURSEMENT OF PROCEEDS

16.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained

by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVII
REPAIR AND RECONSTRUCTION

17.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVIII
CONDEMNATION

18.1 Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

19.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

19.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

19.3 Limited Liability. Neither the Board, the Architectural Review Board, its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

19.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

19.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON

ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

19.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

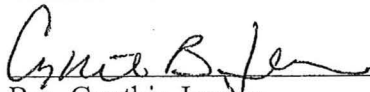
19.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67) percent of the total votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

19.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Unit in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Unit, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Unit.

19.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

19.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION



By: Cynthia Jensen

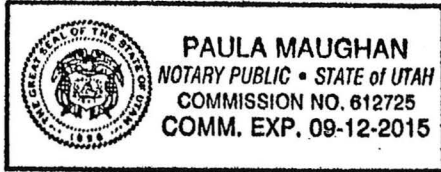
Its: President

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On this 21st day of Aug., 2015, personally appeared before me Cynthia Jensen, who being by me duly sworn, did say that she is the President of White Barn Country Club PRUD Owners Association, a Utah non-profit corporation, and that the within and foregoing instrument was

Amended & Restated Declaration of Covenants, Conditions & Restrictions for White Barn Country Club PRUD, A Planned Residential Unit Development

signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



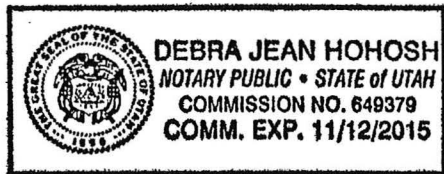
Paula Maughan
Notary Public

~~WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION~~

Chase Rogers
By: Chase Rogers
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 28th day of August, 2015, personally appeared before me Chase Rogers, who being by me duly sworn, did say that he is a Board Member of White Barn Country Club PRUD Owners Association, a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Debra J Hohosh
Notary Public

WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION

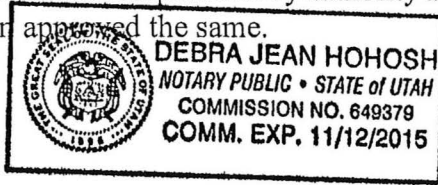
Thomas Root
By: Thomas Root
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 15th day of Sept., 2015, personally appeared before me Thomas Root, who being by me duly sworn, did say that he is a Board Member of White Barn Country Club PRUD

Amended & Restated Declaration of Covenants, Conditions & Restrictions for
White Barn Country Club PRUD, A Planned Residential Unit Development

Owners Association, a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Debra J Hohosh
Notary Public

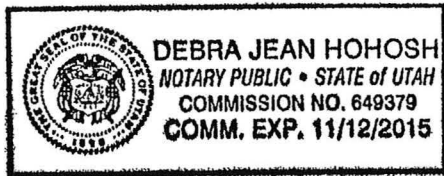
WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION

Rolf Hildre
By: Rolf Hildre
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 28th day of August, 2015, personally appeared before me Rolf Hildre, who being by me duly sworn, did say that he is a Board Member of White Barn Country Club PRUD Owners Association, a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Debra J Hohosh
Notary Public

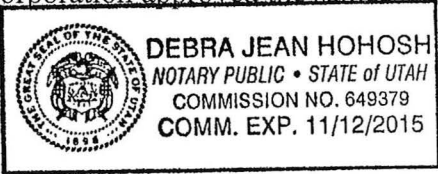


WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION

Mike Helfrich
By: Mike Helfrich
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 31st day of August, 2015, personally appeared before me Mike Helfrich, who being by me duly sworn, did say that he is a Board Member of White Barn Country Club PRUD Owners Association, a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Debra J. Hohosh
Notary Public

WHITE BARN COUNTRY CLUB PRUD OWNERS ASSOCIATION

Gloria Jensen-Sutton
By: Gloria Jensen-Sutton
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 4 day of Sept., 2015, personally appeared before me Gloria Jensen-Sutton, who being by me duly sworn, did say that she is a Board Member of White Barn Country Club PRUD Owners Association, a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

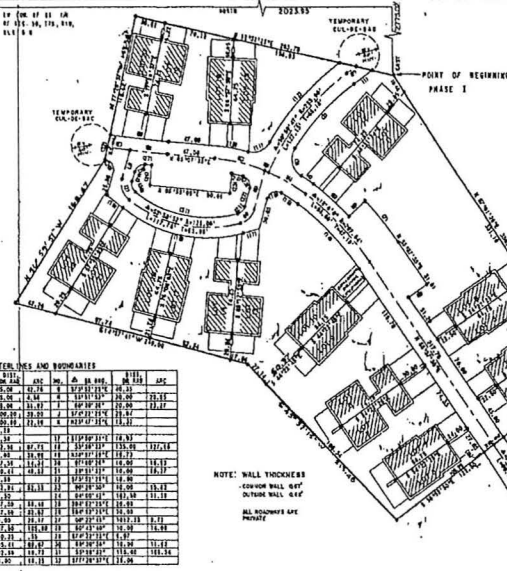


Paula Maughan
Notary Public

A PLANNED RESIDENTIAL UNIT DEVELOPMENT
 PHASE I

APRIL 1975

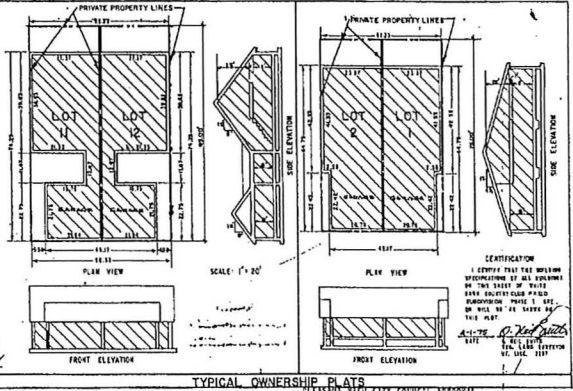
LOT NO.	MAIN FLOOR ELEV.	MAIN CEILING ELEV.	UPPER FLOOR ELEV.	UPPER CEILING ELEV.
1 B 2	4350.0	4358.0	4359.0	4371.0
3 B 4	4353.0	4361.0	4362.0	4374.0
5 B 6	4345.4	4353.4	4354.4	4366.4
7 B 8	4347.4	4355.4	4356.4	4368.4
9 B 10	4342.0	4350.0	4351.0	4363.0
11 B 12	4338.6	4346.6	4347.6	4359.6
13 B 14	4341.0	4349.0	4350.0	4362.0
15 B 16	4334.4	4342.4	4343.4	4355.4
17 B 18	4339.7	4347.7	4348.7	4360.7
19 B 20	4334.7	4342.7	4343.7	4355.7
21 B 22	4338.8	4346.8	4347.8	4359.8



CENTER LINES AND DIMENSIONS

LINE NO.	LINE TYPE	START POINT	END POINT	LENGTH	BEARING
1	Center Line	Station 0+00	Station 0+100	100.00	N 89° 15' 00" E
2	Center Line	Station 0+100	Station 0+200	100.00	N 89° 15' 00" E
3	Center Line	Station 0+200	Station 0+300	100.00	N 89° 15' 00" E
4	Center Line	Station 0+300	Station 0+400	100.00	N 89° 15' 00" E
5	Center Line	Station 0+400	Station 0+500	100.00	N 89° 15' 00" E
6	Center Line	Station 0+500	Station 0+600	100.00	N 89° 15' 00" E
7	Center Line	Station 0+600	Station 0+700	100.00	N 89° 15' 00" E
8	Center Line	Station 0+700	Station 0+800	100.00	N 89° 15' 00" E
9	Center Line	Station 0+800	Station 0+900	100.00	N 89° 15' 00" E
10	Center Line	Station 0+900	Station 1+000	100.00	N 89° 15' 00" E

CONSENT TO RECORD
 I, the undersigned, being the owner of the above described premises, do hereby consent to the recording of this record of survey hereon.
 In witness whereof I have hereunto set my hand and the seal of said County of Weber, Utah, this 14th day of June, 1975.
 Keith A. Landa, President
 White Barn Country Club



SURVEYOR'S CERTIFICATE
 I, D. Neil Smith, a Registered Land Surveyor in the State of Utah, License No. 2333, do hereby certify that I have surveyed the following tracts of land based on data obtained from the Weber County Recorder's Office.

ACKNOWLEDGEMENT
 State of Utah
 County of Weber

OWNER'S CERTIFICATE OF CONSENT TO RECORD
 Know all men by these presents that I, Keith A. Landa, President of the White Barn Country Club, Inc., a Utah Corporation, which is the owner of the tracts of land described herein, and the WHITE BARN COUNTRY CLUB PLANNED RESIDENTIAL UNIT DEVELOPMENT PHASE I, do hereby consent to the recording of this record of survey hereon.
 In witness whereof I have hereunto set my hand and the seal of said County of Weber, Utah, this 14th day of June, 1975.

DESCRIPTION - PHASE I
 Beginning at a point located North 89° 15' 00" East and East 272.00 Feet from the SW Corner of the SE 1/4 of Section 05, T1N, R1E, S. 1. N. 1/4, East 1/2 West Section Line assumed as East; running thence N 89° 15' 00" E 350.85 Feet; thence S 34° 52' 30" E 240.00 Feet; thence S 48° 20' 15" W 813.00 Feet; thence S 14° 55' 10" W 240.00 Feet; thence N 89° 15' 00" E 100.00 Feet; thence S 77° 28' 30" W 143.30 Feet; thence N 12° 31' 30" E 265.70 Feet to the point of beginning, containing 34 acres.

APRIL 1, 1975
 D. Neil Smith
 Registered Land Surveyor
 No. 2333
 State of Utah License 2333

641618
 FILED AND RECORDED FOR
 WEBCOUNTY TITLE CO.
 1975 JUN 15 PM 3 50
 IN BOOK 15 OF PLATS, PAGE 2
 RUTH EAMES OLSEN
 WEBCOUNTY RECORDS
 CODY, UTAH

WHITE BARN COUNTRY CLUB

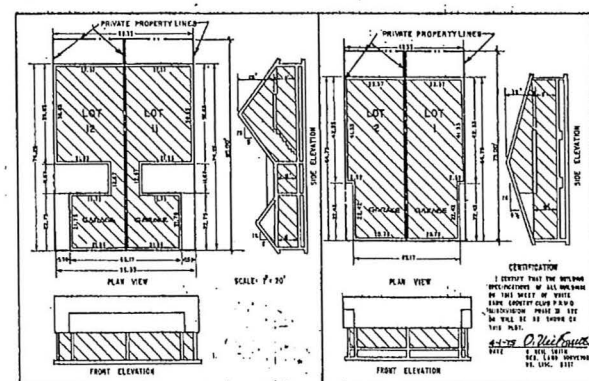
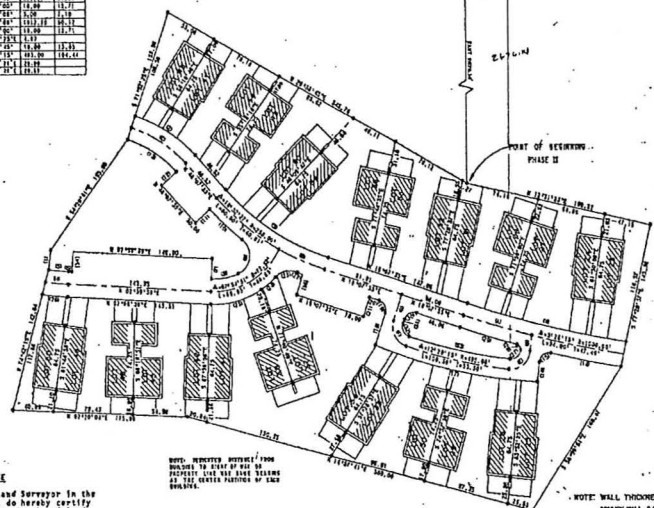
PRUD SUBDIVISION

A PLANNED RESIDENTIAL UNIT DEVELOPMENT
PHASE II

PARTS OF EAST 1/2 OF SEC. 30 & WEST 1/2 OF SEC. 25, T7N, R1W, S1B & M

APRIL 1976

NO.	A. W. BEY.	AREA	NO.	A. W. BEY.	AREA
1	100.00	100.00	1	100.00	100.00
2	100.00	100.00	2	100.00	100.00
3	100.00	100.00	3	100.00	100.00
4	100.00	100.00	4	100.00	100.00
5	100.00	100.00	5	100.00	100.00
6	100.00	100.00	6	100.00	100.00
7	100.00	100.00	7	100.00	100.00
8	100.00	100.00	8	100.00	100.00
9	100.00	100.00	9	100.00	100.00
10	100.00	100.00	10	100.00	100.00
11	100.00	100.00	11	100.00	100.00
12	100.00	100.00	12	100.00	100.00
13	100.00	100.00	13	100.00	100.00
14	100.00	100.00	14	100.00	100.00
15	100.00	100.00	15	100.00	100.00
16	100.00	100.00	16	100.00	100.00
17	100.00	100.00	17	100.00	100.00
18	100.00	100.00	18	100.00	100.00
19	100.00	100.00	19	100.00	100.00
20	100.00	100.00	20	100.00	100.00
21	100.00	100.00	21	100.00	100.00
22	100.00	100.00	22	100.00	100.00
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24	100.00	100.00	24	100.00	100.00
25	100.00	100.00	25	100.00	100.00
26	100.00	100.00	26	100.00	100.00
27	100.00	100.00	27	100.00	100.00
28	100.00	100.00	28	100.00	100.00
29	100.00	100.00	29	100.00	100.00
30	100.00	100.00	30	100.00	100.00
31	100.00	100.00	31	100.00	100.00
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37	100.00	100.00	37	100.00	100.00
38	100.00	100.00	38	100.00	100.00
39	100.00	100.00	39	100.00	100.00
40	100.00	100.00	40	100.00	100.00
41	100.00	100.00	41	100.00	100.00
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44	100.00	100.00	44	100.00	100.00
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46	100.00	100.00	46	100.00	100.00
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62	100.00	100.00	62	100.00	100.00
63	100.00	100.00	63	100.00	100.00
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86	100.00	100.00	86	100.00	100.00
87	100.00	100.00	87	100.00	100.00
88	100.00	100.00	88	100.00	100.00
89	100.00	100.00	89	100.00	100.00
90	100.00	100.00	90	100.00	100.00
91	100.00	100.00	91	100.00	100.00
92	100.00	100.00	92	100.00	100.00
93	100.00	100.00	93	100.00	100.00
94	100.00	100.00	94	100.00	100.00
95	100.00	100.00	95	100.00	100.00
96	100.00	100.00	96	100.00	100.00
97	100.00	100.00	97	100.00	100.00
98	100.00	100.00	98	100.00	100.00
99	100.00	100.00	99	100.00	100.00
100	100.00	100.00	100	100.00	100.00



IDENTITY'S CERTIFICATE

I, D. Neil Smith, Registered Land Surveyor in the State of Utah, License No. 2327, do hereby certify that I have surveyed the following tracts of land based on data obtained from the White Barn Country Club P.M.U. SUBDIVISION - PHASE II.

I further certify that the above descriptions correctly describe the land surface upon which they bear, or will bear, and that the same are sufficient to identify the same, or will be sufficient to identify the same, or will be sufficient to identify the same, or will be sufficient to identify the same.

DESCRIPTION - PHASE II

Beginning at a point located North 1878.00 Feet and East 287.11 Feet from the SW corner of the SE 1/4 of Section 30, T7N, R1W, S1B, M., (East-West Section line assumed as East); running thence S 28° 31' 23" E 180.32 Feet thence S 77° 28' 33" E 142.38 Feet thence S 59° 21' E 180.42 Feet thence S 14° 27' 41" W 368.00 Feet thence S 02° 10' 04" W 175.00 Feet thence N 78° 02' 18" E 180.42 Feet thence N 82° 02' 18" W 20.00 Feet thence N 82° 02' 18" E 123.24 Feet thence N 71° 52' 28" E 393.88 Feet thence N 24° 38' 45" E 145.16 Feet to the point of beginning.

APRIL 1, 1976
D. Neil Smith
Reg. Utah Land Surveyor

ACKNOWLEDGEMENT

State of Utah
County of Weber

Be it remembered, that on this 1st day of April, 1976, personally appeared before me the undersigned Notary Public in and for said State of Utah, in said County of Weber, Keith B. Downe, President, who being by me duly sworn did say that he is the President of **DOX LAND, INC.**, a Utah Corporation, and that the within and foregoing Owner's Certificate of Consent to Record was signed for and on behalf of said corporation by authority of its bylaws and a resolution duly passed by its Board of Directors, and said Keith B. Downe duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Witness my hand and the seal of my office this 1st day of April, 1976.

Notary Public
County of Weber, Utah
D. Neil Smith
Reg. Utah Land Surveyor

OWNER'S CERTIFICATE OF CONSENT TO RECORD

Know all men by these presents that I, Keith B. Downe, President of the **DOX LAND, INC.**, a Utah Corporation, which is the Owner of the tracts of land described herein, and the **WHITE BARN COUNTRY CLUB P.M.U. SUBDIVISION**, located on said tracts, do hereby make this certificate for and on behalf of said corporation by authority of a resolution of the Board of Directors of said Corporation, that said Corporation has caused a survey to be made and this record of survey map to be prepared, and said Corporation has consented and does hereby consent to the registration of this record of survey map.

In witness whereof I have hereunto set my hand this 1st day of April, 1976.

Keith B. Downe
President

CITY ENGINEER'S CERTIFICATE OF APPROVAL

I hereby certify that I have carefully examined the plans of survey of the land described parcels and legal descriptions of the land enclosed thereto, and found them to be correct.

APRIL 12, 1976
Keith B. Downe
President

PLEASANT VIEW PLANNING COMMISSION CERTIFICATE

The Pleasant View Planning Commission hereby certifies that the foregoing plat and descriptions of WHITE BARN COUNTRY CLUB P.M.U. SUBDIVISION were approved this 12th day of April, 1976.

Keith B. Downe
President

CITY ATTORNEY'S CERTIFICATE OF APPROVAL

I have examined the foregoing plat and descriptions of the WHITE BARN COUNTRY CLUB P.M.U. SUBDIVISION in my opinion they conform with the city ordinances applicable thereto and now in force and effect.

JUNE 14, 1976
Mark S. Jensen
Pleasant View City Attorney

PLEASANT VIEW CITY COUNCIL APPROVAL

This is to certify that the foregoing plat and descriptions of WHITE BARN COUNTRY CLUB P.M.U. SUBDIVISION were duly approved by the Pleasant View City Council on this 12th day of April, 1976.

Keith B. Downe
President

TYPICAL OWNERSHIP PLATS

641618

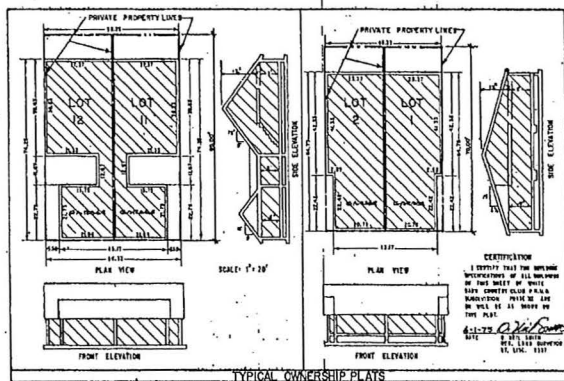
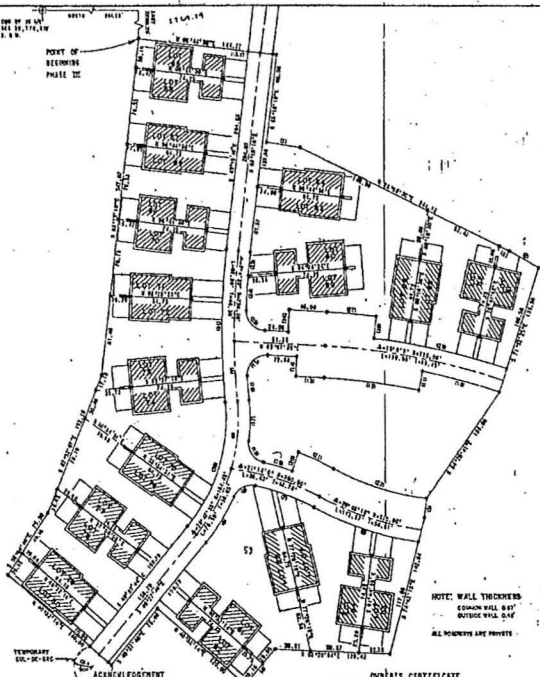
PLAT AND RECORD FOR
DOX LAND, INC. CO.
1976 JUL 10 PM 3 15
10 Block 15 on T7N, R1W, S1B
RUTH BARNES OLSEN
Utah County Recorder
DIXON, JAMES H. Clerk

WHITE PRUD SUBDIVISION A PLANNED RESIDENTIAL UNIT DEVELOPMENT PHASE III

PARTS OF EAST 1/2 OF SEC. 30 W. WEST 1/2 OF SEC. 28, 17N, 8E R. 8 W

APRIL 1975

Table with columns for lot numbers and acreage. Includes lot numbers 1 through 20 and their corresponding acreage values.



NOTE: REVISITORS MUST HAVE ACCESS TO EACH OF THE PROPERTY LINES TO BE MAINTAINED AT ALL TIMES WITHIN OF EACH BLOCK.

DESCRIPTION - PHASE III. I, B. Ball Smith, a Registered Land Surveyor in the State of Utah, License No. 2337, do hereby certify that I have surveyed the following tracts of land based on data obtained from the White Prud County Clerk's Office...

ACKNOWLEDGMENT. State of Utah, County of Weber, I, B. Ball Smith, Surveyor, do hereby certify that I have personally appeared before me, the undersigned Notary Public in and for said State of Utah, in said County of Weber, and that he is the President of A.G.C. LANDS, INC., a Utah Corporation, and that the White and Foregoing Owners' Certificate of Consent to Record was signed for and on behalf of said corporation by its Board of Directors, and said Keith S. Downs duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

TYPICAL OWNERSHIP PLATS. I hereby certify that I have carefully examined the lines of survey of the described parcels and legal descriptions of the land embraced therein, and found them to be correct. This is to certify that the foregoing plat and description of WHITE PRUD COUNTY CLERK'S OFFICE SUBDIVISION were duly approved by the Pleasant View City Council on this day of June, 1975.

FILED AND RECORDED IN PLAT BOOK 10, PAGE 15. BY RUTH REAMES GLENN, COUNTY CLERK, WEBCOUNTY, UTAH.

APRIL 1, 1975. Notary Public seal for B. Ball Smith, License No. 2337, State of Utah.

Notary Public seal for B. Ball Smith, License No. 2337, State of Utah.

Notary Public seal for Keith S. Downs, President of A.G.C. LANDS, INC., Weber County, Utah.

Notary Public seal for Pleasant View City Attorney, dated June 14, 1975.